

P.H. 1 + 14

Travis County Commissioners Court Agenda Request #

Voting Session 12/23/08
(Date)

Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR
- B. Requested Text:
PUBLIC HEARING: Receive Comments regarding the proposed vacation of
a 3.573 acre portion of right of way dedicated for Heatherwilde Boulevard
ACTION ITEM: On December 23, 2008, consider and take appropriate action
regarding a request to authorize the filing of an instrument to vacate a 3.573 acre
portion of right of way dedicated for Heatherwilde Boulevard in Precinct 1
- C. Approved by: _____
Commissioner Ron Davis, Precinct 1

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

- B. Have the agencies affected by this request been invited to attend the Work
Session? Yes X No _____
Please list those contacted and their phone numbers:

<u>X</u> Anna Bowlin - 854-9383	Chris Gilmore - 854-9415
Steve Manilla - 854-9383	Joe Arriaga - 854-9383
Greg Chico - 854-9383	Austin-American Statesman

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

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

MEMORANDUM

DATE: December 12, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, AICP, Director Development Services

SUBJECT: Vacation of a portion of Right of Way dedicated for Heatherwilde Boulevard

Proposed Motion:

PUBLIC HEARING: Receive Comments regarding the proposed vacation of a 3.573 acre portion of right of way dedicated for Heatherwilde Boulevard

ACTION ITEM: On December 23, 2008, consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate a 3.573 acre portion of right of way dedicated for Heatherwilde Boulevard in Precinct 1

Note: There have been no inquiries in regards to this vacation.

Summary and Staff Recommendation:

In 1988, 7.7466 acres of land was dedicated, by the then current owner, as a right of way, to the public, for the proposed Heatherwilde Boulevard. In September 2000, 271.148 acres, of land, were purchased by Village at Northtown, Limited, which includes the land underlying the 7.7466 (also called 7.750 in the 9/25/2000 field notes) acres, of right of way, that was dedicated to the public. Therefore, should the vacation of the right of way be approved, the land underlying will continue to belong to Village of Northtown but without the encumbrance of the right of way.

Since 2001, Village at Northtown has submitted several Preliminary Plans. These were delayed by negotiations in regards to Heatherwilde Boulevard and its new alignment per the current Capital Area Metropolitan Planning Organization (CAMPO) Roadway Plan, which takes Heatherwilde in a more northerly direction. In October 2006, a representative of Village of Northtown signed a

Special Warranty Deed to Travis County, for the additional right of way needed for the new alignment of Heatherwilde Boulevard which is recorded at Doc#2007205042 in the Official Public Records of Travis County, Texas.

Therefore, a 3.573 acre portion of the right of way, which veers to the east, is no longer needed. The applicant requests that right of way be vacated. The utility companies have indicated that they have no need for the right of way. TNR staff recommends that the court approve this vacation.

Budgetary and Fiscal Impacts:

None for this action.

Issues and Opportunities:

Travis County Commissioners Court approved the Village at Northtown Wells Branch Parkway/Heatherwilde Boulevard Road Construction Agreement on July 12, 2005. Section 4. (c) states, in part, that the Developer shall file an application under Section 82.801, Travis County Code, for vacation of the part of the Previously Dedicated Right of Way not required for the project, without cost to the developer.

Background:

The Heatherwilde Boulevard Right of Way was originally dedicated in 1988. The surrounding 271 acre tract of land was sold to the Village at Northtown in 2000. Subsequently, in 2005, the Village at Northtown and Travis County made an Agreement for the construction of a portion of Wells Branch Parkway and Heatherwilde Boulevard. One feature of that Agreement allows for the vacation of the 3.573 acre portion of the Right of Way, as dedicated for Heatherwilde Boulevard and not needed for the current alignment of Heatherwilde Boulevard, as specified in the Capital Area Metropolitan Planning Organization's 2025 Roadway Plan.

Required Authorizations:

Assistant County Attorney – Chris Gilmore

Exhibits:

Letter of Request
Order
ROW Vacation Exhibit
(Map and Field Notes)
Utility sign-offs
Original ROW Dedication
Dedication of new ROW
Location maps
Sign photo and Affidavit of Posting

DV:AB:dv

Central Files: 4100 Heatherwilde Boulevard

Cunningham | Allen

August 29, 2008

Mr. Steve Manilla, P.E., Director
Public Works Department
411 W. 13th Street, 9th Floor
Austin, TX 78701

Reference: **Request to Vacate Approx. 3.573 acres of Heatherwilde Blvd. R.O.W.
Northtown Municipal Utility District
CAI No. 421.0101**

Dear Mr. Manilla:

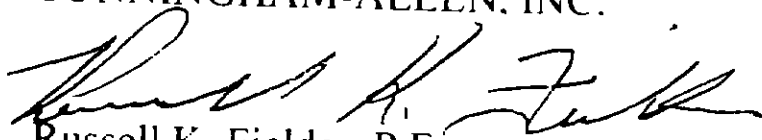
Included for your review is a request to vacate approximately 3.573 acres out of the 7.7466-acre tract dedicated as public right-of-way, filed in Volume No. 10768, Page No. 974 of the Real Property Records of Travis County, Texas.

The subject tract is located within the City of Austin's 2-mile ETJ and is within the Northtown Municipal Utility District (MUD). The subject tract lies within the proposed mixed-use development to be known as The Village @ Northtown. The development consists of approximately 329.12 acres and extends from Howard Lane on the south, to near Wells Branch Parkway on the north. The southern end of the property is bordered by Tech Ridge Industrial Park on the west and Wildflower Subdivision on the east, while the northern end of the property is surrounded by undeveloped properties. It is not located in a S.M.A.R.T. Housing Area.

The purpose for this request is to eliminate the portion of right-of-way no longer needed as part of the improvements to Heatherwilde Boulevard within the boundaries of The Village @ Northtown. The current alignment and corresponding right-of-way are as shown on the approved **City of Austin #SP-2007-0183D** and **Travis County #07-0881** plans for *Heatherwilde Boulevard and Wells Branch Parkway-Street and Drainage Improvements*.

Sincerely,

CUNNINGHAM-ALLEN, INC.


Russell K. Fielder, P.E.
Project Engineer

Xc: Mr. Clifton Lind, Village @ Northtown General Partners, Inc.
Mr. Samuel W. Jones, P.E., Sam Jones Consulting, Inc. (Northtown MUD Engineer)

Enclosures

E:\4210101_Processing\Correction Applications\R.O.W. Vacation\R.O.W. Vacation Letter-Travis Co.doc

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 3.573 acre portion of the 7.7466 acre Right of Way Dedication as originally dedicated in 1988, as recorded at Book 10768, Pages 974-977 of the Official Public Records of Travis County, Texas; and

WHEREAS, the property owner has deeded replacement right of way, as called for in the Village at Northtown Wells Branch Parkway/Heatherwilde Boulevard Road Construction Agreement, recorded at 2007205042 of the Official Public Records of Travis County, Texas; and

WHEREAS, the utility providers serving the area have indicated that they have no need for the 3.573 acre portion of right of way 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 3.573 acre portion of right of way 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 December 23, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that 3.573 acre portion of right of way as shown on the attached sketch and described in the attached field notes, is hereby vacated and abandoned per the Texas Transportation Code Section 251.051.

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

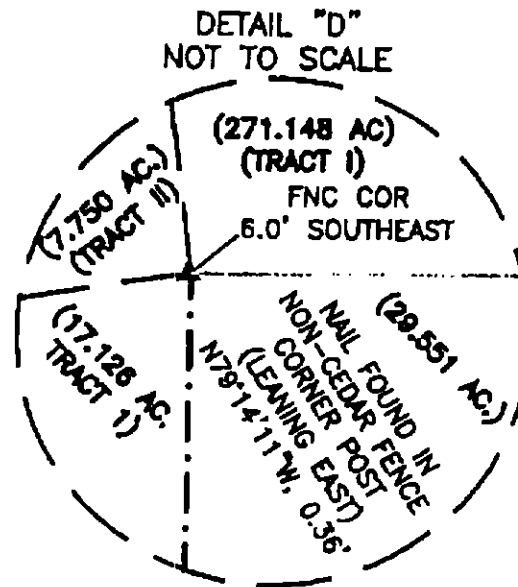
(17.041 AC. TRACT II)
SEALY HEATHERWILDE, LP
DOC NO. 2000101896
O.P.R.T.C.T.

(271.148 AC - TRACT I)
VILLAGE • NORTHTOWN
DOCUMENT NO. 2000156544
O.P.R.T.C.T.

(9.094 AC.)
VILLAGE • NORTHTOWN, LTD
DOC. NO. 2000167035
O.P.R.T.C.T.

(271.148 AC - TRACT I)
VILLAGE • NORTHTOWN
DOCUMENT NO. 2000156544
O.P.R.T.C.T.

C.C. CUNNINGHAM
SURVEY NO. 68
ABSTRACT NO. 163



(17.126 AC.-TRACT 1)
VILLAGE • NORTHTOWN
DOC. NO. 2000167035
O.P.R.T.C.T.

(29.551 AC.)
JEFFERSONSHAN, LTD
DOC. NO. 2000102831
O.P.R.T.C.T.

WILDFLOWER SECTION ONE
VOL 98, PG 13-18
P.R.T.C.T.

BLOCK E

LOT 12
(20.34 AC.)

PARKLAND &
DRAINAGE EASEMENT

P.O.B.

WILDFLOWER SECTION THREE
VOL 100, PG 363-365
P.R.T.C.T.

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

CA

Cunningham | Allen

Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°57'35"E	509.63'
L2	S20°00'38"W	89.82'
(L2)	S19°58'46"W	89.77'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	DIST
C1	1492.92'	1617.01'	62°03'29"	N78°59'34"E	1539.12'
C2	1402.92'	2008.38'	82°01'23"	S69°00'26"W	1841.22'
(C2)	1402.92'	2008.48'	82°01'38"	S69°00'35"W	1841.30'
C3	1492.92'	99.98'	3°50'13"	N71°55'35"W	99.96'
(C3)	1492.92'	99.98'	3°50'13"	N71°55'17"W	99.96'
C4	1402.92'	1057.35'	43°10'57"	S88°25'38"W	1032.50'
(C4)	1402.92'	1057.44'	43°11'10"	S88°25'49"W	1032.58'
C5	1402.92'	951.03'	38°50'26"	S47°24'57"W	932.92'
(C5)	1402.92'	951.11'	38°50'37"	S47°26'14"W	933.00'

LEGEND

- ½" IRON REBAR FOUND (UNLESS STATED)
- ▲ 60D NAIL FOUND (UNLESS STATED)
- () RECORD INFORMATION
- [] RECORD INFORMATION PER ADJOINER
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

1. BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 CENTRAL ZONE (CORS96), AS DERIVED FROM AN OPUS SOLUTION DATED APRIL 06, 2007.

2. REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS SKETCH DESCRIPTION ACCOMPANYING THIS SKETCH.

3. SUBJECT TRACT IS PROPOSED AS A RIGHT-OF-WAY VACATION. NO MUNIMENTATION WILL BE SET.



Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

SURVEYED BY:

Miguel A. Escobar

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 8/11/08



COPYRIGHT 2008 CUNNINGHAM-ALLEN, INC.

DESCRIPTION

DESCRIPTION OF 3.573 ACRES OF LAND SITUATED IN THE L. C. CUNNINGHAM SURVEY NO. 68, ABSTRACT NUMBER 163, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 7.7466 ACRE TRACT OF LAND DEDICATED AS PUBLIC R.O.W. BY DEED OF RECORD IN VOLUME 10768, PAGE 974 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar found in the west line of Lot 12, Block E, Wildflower Section One, a subdivision of record in Volume 99, Pages 13-16 of the Plat Records of Travis County, Texas, at the intersection of the east line of said 7.7466 acre tract and Heatherwilde Boulevard as dedicated by instrument of record in Document No. 2007205042 of the Official Public Records of Travis County, Texas, from which point a 1/2 inch iron rebar found for the southwest corner of Lot 9 and the northwest corner of Lot 8, Block E, Wildflower Section Three, a subdivision of record in Volume 100, Pages 363-365 of the Plat Records of Travis County, Texas, and being an ell corner in the west line of said Lot 12, Block E, Wildflower Section One, bears S 27°58'44" W a distance of 33.67 feet;

THENCE N 27°57'35" E crossing through said 7.7466 acre tract with the east line of said Heatherwilde Boulevard, a distance of 509.63 feet to a calculated point at the intersection of the west line of said 7.7466 acre tract and the east line of said Heatherwilde Boulevard, from which point a 1/2 inch iron rebar found with plastic cap which reads "RDS RPLS 4094" bears, N 27°57'35" E a distance of 30.23 feet;

THENCE with a curve to the right, with the west line of said 7.7466 acre tract and an interior line of a 271.148 acre tract of land described as "Tract 1" conveyed to Village @ Northtown by instrument of record in Document No. 2000156544 of the Official Public Records of Travis County, Texas, having a radius of 1492.92 feet, an arc length of 1617.01 feet, a delta angle of 62°03'29", and a chord which bears N 78°59'34" E a distance of 1539.12 feet to a 1/2 inch iron rebar found for the northernmost corner of said 7.7466 acre tract, the southeast corner of a 9.094 acre tract of land conveyed to Village @ Northtown by instrument of record in Document No. 2000167035 of the Official Public Records of Travis County, Texas, and being an interior ell corner of said 271.148 acre tract, from which point a 1/2 inch iron rebar found for the northeast corner of said 9.094 acre tract and an interior ell corner of said 271.148 acre tract bears, N 27°29'14" E a distance of 224.28 feet;

THENCE S 20°00'38" W with the east line of said 7.7466 acre tract and an interior line of said 271.148 acre tract a distance of 89.82 feet to a calculated point at the northeast corner of said 7.7466 acre tract, an interior ell corner of said 271.148 acre tract of land, the northwest corner of a 29.551 acre tract of land conveyed to Jeffercindershan, Ltd., by instrument of record in Document No. 2000102831 of the Official Public Records of Travis County, Texas, and the northeast corner of a 17.126 acre tract of land described as "Tract 1" as conveyed to Village @ Northtown by instrument of record in Document No. 2000167035 of the Official Public

Exhibit "A"

Page 2 of 2

5/5/2008

R.O.W. Vacation Easement

3.573 Acres of Land

L. C. Cunningham Survey No. 68

Abstract Number 163

Travis County, Texas

Records of Travis County, Texas, from which point a 60d nail found in a non-cedar fence corner post leaning east, bears N 79°14'11"W a distance of 0.36 feet;

THENCE along a curve to the left, with the east line of said 7.7466 acre tract and the north and west lines of said 17.126 acre tract and Lot 12, Block E, Wildflower Section One, having a radius of 1402.92 feet, passing at an arc length of 1057.35 feet a 1/2 inch iron rebar found at the northwest corner of said 17.126 acre tract and the northwest corner of said Lot 12, Block E, Wildflower Section One, and continuing a total arc length of 2008.38 feet, having a delta angle of 82°01'23", and a chord which bears S 69°00'26" W a distance of 1841.22 feet to the **POINT OF BEGINNING** of the herein described tract, containing 3.573 acres of land, more or less, within these metes and bounds.

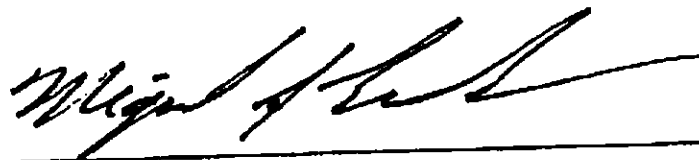
Bearing Reference: Grid North, Texas Coordinate System of 1983 Central Zone (CORS96), as derived from an OPUS solution dated April 06, 2007.

Subject tract is proposed as a Right-of-Way vacation. No monumentation will be set.

Reference is herein made to the sketch accompanying this metes and bounds description.

I hereby certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 8 MAY 08





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH R. GIESELMAN, EXECUTIVE MANAGER

411 West 18th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-6983
FAX (512) 854-4987

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3.573 acres in L.C. Cunningham Survey No. 68 (address) and/or Abstract 163, Travis County, Sec 37, T.6S, R.6E (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.

Sonny Poole
Signature
SONNY POOLE
Printed Name
Supervisor - Public Improvement & Real Estate
Title
Austin Energy
Utility Company or District
11-20-08
Date

Please return this completed form to:

Name

Address

City/State/Zip

STATE OF TEXAS
COUNTY OF TRAVIS

PARTIAL RELEASE OF RIGHT OF WAY

WHEREAS, the plat of Wildflower, Section 1, Pflugerville, Texas, a subdivision in the County of Travis, of record in Volume 99, Pages 13-16, of the Property Records of Travis County, Texas, and said record reflects a street right-of-way, approximately 90 feet wide, and adjacent to Lot 12, Block E, of said subdivision, of record in Volume 10768, Page 974 of the Property Records of Travis County, Texas, and comprising an area of approximately 3.573 acres out of the 7.7466 acre tract previously dedicated as public right-of-way for Heatherwilde Boulevard, and as applicant requests partial release of said right-of-way on said property, AND

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

NOW, THEREFORE, in consideration of the premises and in order to adjust because of a proposed re-alignment of this right-of-way, the undersigned do hereby abandon all right, title and interest in and to this partial right-of-way, as described, in said subdivision.

EXECUTED this 31st day of July, 2008

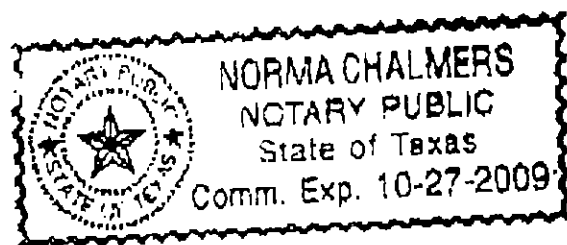
Mark Davis
MGR.-ENG.DESIGN

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 31st day of July, 2008



Norma Chalmers
Notary Public, State of Texas

My commission expires 10-27-2009

Russell Fielder

From: Schumpert, Laurie [laurie.schumpert@twcable.com]
Sent: Tuesday, August 12, 2008 1:14 PM
To: Russell Fielder
Cc: Berry, Aaron
Subject: Request for R.O.W. Vacation

Mr. Fielder,

Time Warner Cable (TWC) does not have facilities in the area of concern; therefore, TWC does not have any objections to the ROW vacation. After closer examination of this particular area, I would suggest contacting Suddenlink Cable for their approval as well.

If you should have any further questions, please feel free to contact me.

Thanks.

Laurie Schumpert, Designer
Time Warner Cable, Austin Texas
Desk: 512/485-6417
Fax: 512/485-4092
Office hours: Monday - Thursday 5am - 4pm

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ARMBRUST & BROWN, L.L.P.

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

SUE BROOKS LITTLEFIELD
(512) 435-2307
slittlefield@ablaw.com

October 14, 2008

Mr. Russell Fielder, P.E.
Cunningham/Allen, Inc.
3103 Bee Cave Road, Suite 202
Austin, Texas 78746

Re: Northtown Municipal Utility District
Heatherwilde Blvd. R.O.W. Vacation

Dear Mr. Fielder:

This will confirm that at the September 23 meeting of the Board of Directors of Northtown Municipal Utility District the Board confirmed that it has no objection to the proposed request to vacate approximately 3.573 acres of Heatherwilde Boulevard right-of-way.

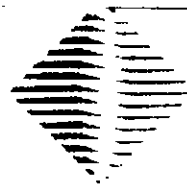
Sincerely,

ARMBRUST & BROWN, L.L.P.

By: 

Sue Brooks Littlefield
Attorney for the District

SBL/ca



TEXAS GAS SERVICE

A DIVISION OF ONECK

July 29, 2008

RE: Request to Vacate Approx. 3.573 acres of Heatherwilde Blvd. R.O.W.
Northtown Municipal Utility District
CAI No. 421.0101

To Whom It May Concern:

Texas Gas Service (TGS) has no objections to the proposed ROW vacation. Please contact me if you have further questions, comments or concerns.

Thanks

Chris Landgraf, EIT
Engineering Department
Texas Gas Service
5613 Avenue F
Austin, TX 78751
(512) 465-1131 – office
clandgraf@txgas.com

Russell Fielder

From: Ross, Charles [Charles.Ross@suddenlink.com]
Sent: Tuesday, August 19, 2008 5:35 PM
To: Russell Fielder
Cc: Miguel Gonzales
Subject: RE: R.O.W. Vacation for Village @ Northtown

Mr. Fielder,
You are correct, Suddenlink does not have any plans to service this area and does not have any existing infrastructure in this proposed area. We do have infrastructure on the southern boundary in Wildflower neighborhood.
Thanks

Charles Ross

Construction Supervisor/ South District
Suddenlink Communications
111 North College
Georgetown, Tx 78626
cell:512-677-1691
Office:512-931-2960
Fax:512-869-2962

From: Russell Fielder [mailto:rfielder@cunningham-allen.com]
Sent: Tue 8/19/2008 11:12 AM
To: Ross, Charles
Cc: Miguel Gonzales
Subject: R.O.W. Vacation for Village @ Northtown

Charles-

Thanks for taking the time to meet with me yesterday afternoon.

Based on our meeting, it is my understanding that the subject area does not lie within the service area of Suddenlink. Therefore, Suddenlink has no existing facilities or plans for future facilities in areas which could be affected by the proposed R.O.W. vacation. Also, since the subject area is located within the City of Austin's 2-mile Extra-Territorial Jurisdiction (ETJ), it lies within the service area of Time-Warner Cable (TWC). Therefore, future cable and/or internet service for this area will be provided by TWC.

If I have misunderstood or mis-stated any of the above, please advise. If correct, please provide written confirmation either by e-mail or letter.

Thank you for assistance with this matter.

Sincerely,

Russell K. Fielder, P.E.
Professional Engineer
Cunningham|Allen, Inc.
3103 Bee Cave Road, Suite 202
Austin, Texas 78746
Ph: (512) 327-2946 Fax: (512) 327-2973
www.Cunningham-Allen.com

00081763

FILM CODE

RIGHT OF WAY DEDICATION 00004399961

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

1140 PM 3576

9.00 INDX
2 07/06/88
817.63-D004
10.22-CHN4

THAT, Pflugerville Joint Venture, a Texas joint venture, with its principal office located in Austin, Travis County, Texas, hereinafter referred to as Grantor, whether one or more, in and for the consideration of the benefits to be derived by the Grantor from the right-of-way hereinafter described, has this day GRANTED, CONVEYED, and DEDICATED, and by these presents does hereby GRANT, CONVEY, and DEDICATE to the public use the right-of-way more particularly described as follows, to wit:

7.7466 acres of land out of and a part of the L. C. Cunningham Survey No. 68, situated in Travis County, Texas, more particularly described by the field notes attached hereto as Exhibit "A" and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same perpetually to the Public, together with the right and privilege at any time to enter said premises, or any part thereof, for the purpose of ingress to and egress from any lands adjacent to the said premises.

EXECUTED on this the 6th day of September, 1988. ^{3 EW}

PFLUGERVILLE JOINT VENTURE,
a Texas joint venture

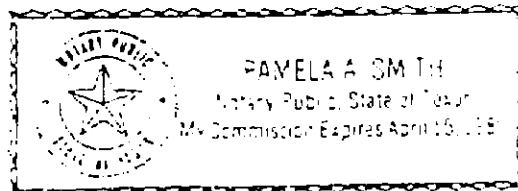
By: Ed Wendler, Jr.
Ed Wendler, Jr.
Receiver of the property of
Pflugerville Joint Venture

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on the 6th day of September, 1988, by ED WENDLER, JR., Receiver of the property of PFLUGERVILLE JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.



Pamela A. Smith
Notary Public, State of Texas
Notary's name printed:
My commission expires:

AFTER RECORDING RETURN TO:

Jerry Saegert
P.O. Box 410
Austin, Texas 78767

00500749

REAL PROPERTY RECORDS
Travis County Texas

10768 1974

EXHIBIT "A"

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE L. C. CUNNINGHAM SURVEY NO. 68, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO PFLUGERVILLE JOINT VENTURE IN VOLUME 8463, PAGE 835, TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 7.7466 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the north R.O.W. line of West Dessau Road, same being the south line of the above said Pflugerville Joint Venture Tract, for the southwest corner of the herein described tract, from which POINT OF BEGINNING, the southwest corner of the said Joint Venture Tract bears N 61°59'45" W, 211.06 feet,

THENCE, with the west line of the herein described tract, the following four (4) courses and distances numbered 1 through 4,

1. N 28°00'15" E, 35.00 feet to a point at the beginning of a curve,
2. with a curve to the left, having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet and whose chord bears N 73°00'15" E, 28.28 feet to a point at the end of said curve,
3. N 28°00'15" E, 1,604.78 feet to a point at the beginning of a curve,
4. with a curve to the right, having a central angle of 81°59'45", a radius of 1,492.92 feet, an arc length of 2,136.52 feet, and whose chord bears N 69°00'08" E, 1,958.81 feet to a point for the most northerly corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following five (5) courses and distances numbered 1 through 5,

1. S 20°00'00" W, 90.00 feet to an iron pin at the beginning of a curve,
2. with a curve to the left, having a central angle of 81°59'45", a radius of 1,492.92 feet, an arc length of 2,007.72 feet and whose chord bears S 69°00'08" W, 1,840.72 feet to a point at the end of said curve,
3. S 28°00'15" W, 1,604.78 feet to a point at the beginning of a curve,
4. with a curve to the left, having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet, and whose chord bears S 16°59'45" E, 28.28 feet to a point at the end of said curve,
5. S 28°00'15" W, 35.00 feet to a point on the said north R.O.W. line of West Dessau Road for the southeast corner of the herein described tract,

THENCE, with said R.O.W. line of Dessau Road, same being the south line of the herein described tract, N 61°59'45" W, 130.00 feet to the POINT OF BEGINNING containing 7.7466 Acres Of Land.

STATE OF TEXAS:

COUNTY OF TRAVIS:

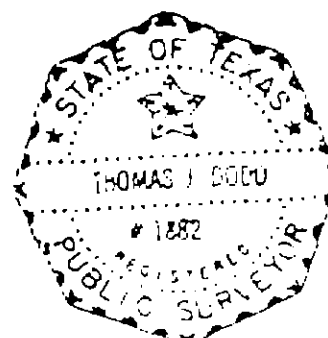
I, the undersigned, do hereby certify that this survey was this day made on the ground for the benefit and reliance of Leon Pfluger and wife, Gladys Pfluger and that the description of the property, the total acreage of the property, and the survey of the property is true and correct.

Dated this the 15th Day of July, 1988.

BRYSON & ASSOCIATES SURVEYING COMPANY INC.

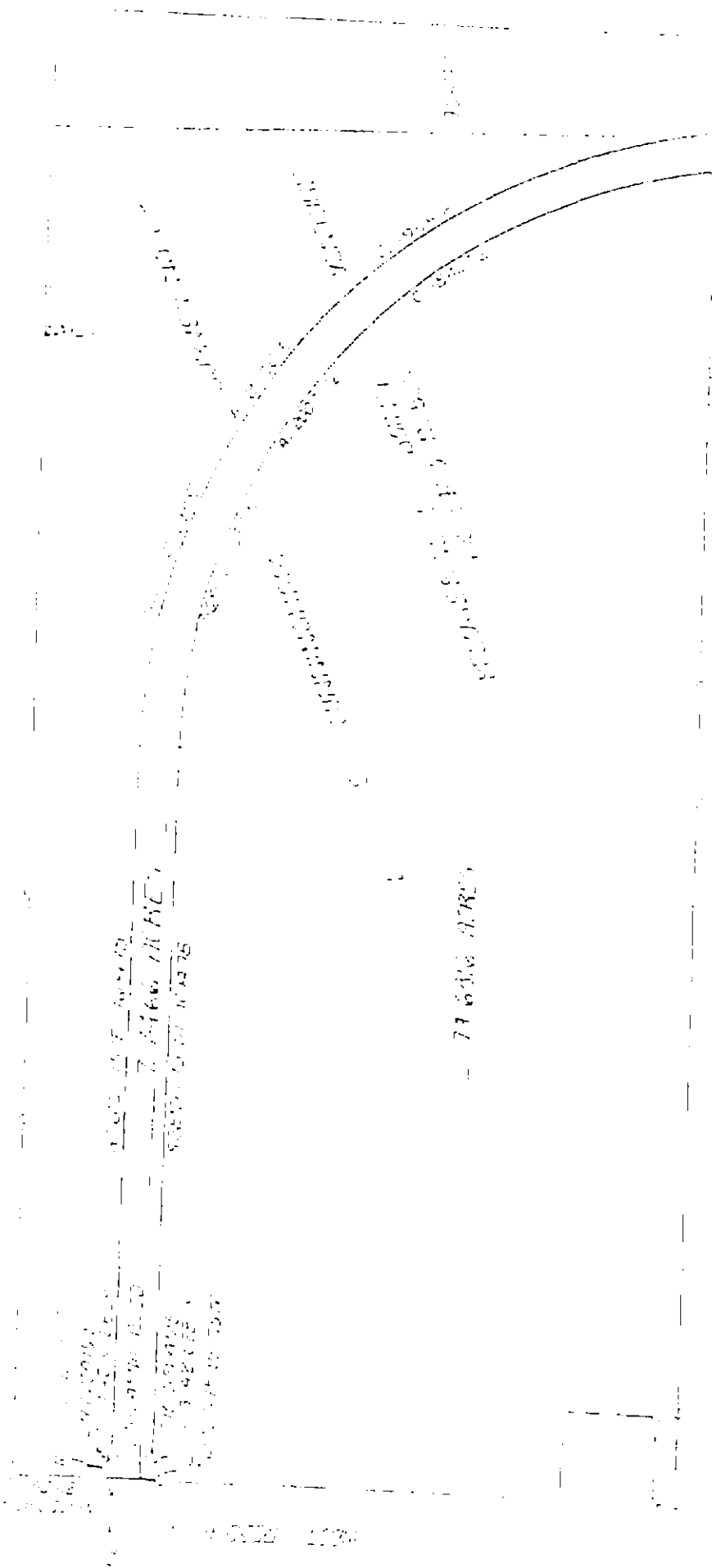
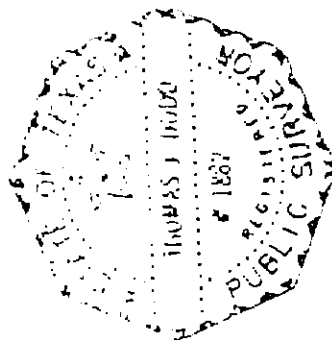
Thomas J. Dodd
Registered Public Surveyor No. 1332

REAL PROPERTY RECORDS
Travis County, Texas



10768 3975

EXHIBIT "A"



STUDIES BY THE SURVEYOR, TRAVIS COUNTY, TEXAS, HAVE BEEN MADE TO DETERMINE THE LOCATION OF THE CENTER LINE OF THE ROAD SHOWN ON THE MAP. THE RESULTS OF THE SURVEY ARE AS FOLLOWS: THE CENTER LINE OF THE ROAD IS LOCATED AT A BEARING OF S 89° 15' 00\"/>

REAL PROPERTY RECORDS
Travis County, Texas

10768 0976

FILED
03 SEP -5 PM 12:01
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDS SECTION
At the time of this filing, the instrument was
found to be in compliance with the requirements of
the Texas Public Information Act, Chapter 552, of
the Texas Government Code, and the instrument was
duly recorded and filed for public inspection.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

SEP 6 1998



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
Travis County, Texas

10766 0977



WD

2007205042

11 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

KNOW ALL PERSONS BY THESE PRESENTS:

That **Village @ Northtown, Ltd.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee hereinafter named, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of which no lien, express or implied, is retained, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto **TRAVIS COUNTY** ("Grantee"), all of the following-described real property situated in Travis County, Texas, more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor excepts from the conveyance and warranty made herein all matters set forth on **Exhibit "B"** attached hereto and incorporated herein for all purposes, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property.

Title to the Property shall revert to Grantor if that certain Wells Branch Parkway/Heatherwilde Boulevard Road Construction Agreement between Grantor and Grantee dated effective January 27, 2005 is terminated and the Wells Branch Parkway/Heatherwilde Boulevard Road project is not completed. In the event of a termination under this paragraph, Grantee agrees to execute and deliver to Grantor within 30 days of its receipt of a request for same, whatever documents are reasonably requested by Grantor in order to memorialize the reversion of title to Grantor as a result of said termination.

[Signature Block and Acknowledgement on Next Page]

EXECUTED to be effective for all purposes as of the ___ day of October, 2006.

GRANTOR:

Village @ Northtown, Ltd., a Texas limited partnership

By: Village @ Northtown General Partner, Inc., a Texas corporation

Its: General Partner

By:

Name: Clifton E. Lind

Its: President

Ret/ Address for Grantee:

Travis County

Post Office Box 1748

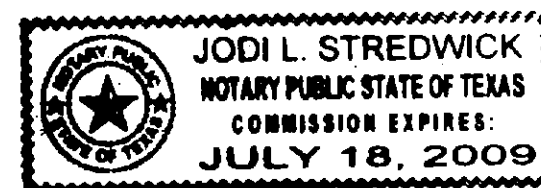
Austin, Texas 78767-1748

Attention: Transportation and Natural Resources Department / GREG CHICO

STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned Notary Public, on this 24 day of October, 2006 personally appeared Clifton E. Lind, in his/her capacity as President of Village @ Northtown General Partner, Inc., a Texas corporation, general partner for Village @ Northtown, Ltd., a Texas limited partnership who stated under oath that he executed this instrument for the purposes stated herein, and on behalf of the limited partnership and corporation to be effective as of the Effective Date.

Jodi L. Stredwick
Notary Public in and for the State of Texas



FIELD NOTES

12-18

2.756 ACRES OF LAND

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE 1A CUMBERHAM SURVEY NO. 68 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO VILLAGE AT NORTHTOWN, LTD. BY DOCUMENT NO. 2009-56744 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING A PORTION OF PROPOSED HEATHERWILDE BOULEVARD AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2 inch iron pin found at the Southwest corner of said Village at Northtown, Ltd. Tract, being at the Southeast corner of that certain tract of land conveyed to Centerstate 99, Ltd. By Document No. 1989041333 of the Official Public Records of Travis County, Texas, being in the North row line of Howard Lane,

THENCE along the North row line of Howard Lane, S 61°54'54" E for a distance of 114.04 feet to a 1/2 inch capped iron pin set for the Southwest corner and PLACE OF BEGINNING hereof;

THENCE along the proposed West row line of Heatherwilde Boulevard for the following courses:

S 60°09'10" E for a distance of 109.00 feet, whose arc is 171.40 feet and whose chord bears N 73°10'59" E for a distance of 154.33 feet to a 1/2 inch capped iron pin set

S 27°56'52" E for a distance of 2013.96 feet to a 1/2 inch capped iron pin set at a point of curve;

Along a curve to the left whose radius is 951.00 feet, whose arc is 477.15 feet and whose chord bears N 43°34'27" E for a distance of 472.16 feet to a 1/2 inch capped iron pin set

N 10°17'57" W for a distance of 262.76 feet to a 1/2 inch capped iron pin set in the West line of said Village at Northtown, Ltd. Tract, for the Northwest corner hereof;

THENCE along the West line of said Village at Northtown, Ltd. Tract, N 27°37'50" E for a distance of 206.40 feet to a 1/2 inch capped iron pin set in the proposed East row line of Heatherwilde Boulevard for the Northeast corner hereof;

THENCE along the proposed East row line of Heatherwilde Boulevard for the following courses:

S 30°07'58" E for a distance of 648.40 feet to a 1/2 inch capped iron pin set at a point of curve;

DEED NOTES
FOR

2.785 ACRES OF LAND Page Two

Along a curve to the right whose radius is 1049.96 feet, whose arc is 526.32 feet and whose chord bears S 43°34'17" W for a distance of 520.81 feet to a 1/2 inch capped iron pin set

S 27°56'52" W for a distance of 30.09 feet to a 1/2 inch capped iron pin set in the Westerly line of that certain 90 foot wide right-of-way dedicated by Volume 11768 Page 974 of the Real Property Records of Travis County, Texas.

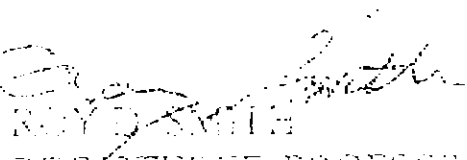
THENCE along the Westerly line of said 90 foot wide right-of-way for the following courses:

Along a curve to the left whose radius is 1492.92 feet, whose arc is 520.49 feet and whose chord bears S 37°57'22" W for a distance of 517.86 to a 1/2 inch capped iron pin set

S 27°56'52" W for a distance of 1583.17 feet to a 1/2 inch capped iron pin set in the North row line of Howard Lane, for the Southeast corner hereof

THENCE along the North row line of Howard Lane, N 61°54'54" W for a distance of 117.26 feet to the PLACE OF BEGINNING and containing 2.785 acres of land, more or less

SURVEYED BY
Roy D. Smith, Surveyors, P.C.


ROY D. SMITH

REGISTERED PROFESSIONAL SURVEYOR NO. 4094
January 7, 2002



EXHIBIT TO ACCOMPANY FIELD NOTES FOR
2.786 ACRES OF LAND

SCALE N 1" = 300'

LEGEND

- (A) 2" BOUNDARY SURVEY
- (B) 2" CAPPED IRON PIN

SEE ALSO 100
100' 100' 100'

BOUNDARY SURVEY

100' 100' 100'

CONVEYED BY
RAY D. SMITH SURVEYORS, P.C.

RAY D. SMITH SURVEYORS, P.C.
REGISTERED PROFESSIONAL SURVEYORS
100 WEST 10th STREET - SUITE 100
ALBUQUERQUE, NEW MEXICO 87102
PHONE 505-241-1111
FAX 505-241-1112

112°34'27"E
C = 477.13
L = 477.13
P = 951.01
A = 28°44'53"
B = 243.71

118°43'37"W
C = 920.81
L = 920.81
P = 1049.30
A = 28°44'53"
B = 243.71

53°57'00"W
C = 317.66
L = 320.48
P = 1492.52
A = 19°55'12"
B = 202.91

NO. 88

CUMMINGS

200' 200' 200'

100' 100' 100'

FIELD NOTES
FOR

3.44 ACRES OF LAND

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE ALEXANDER WALTERS SURVEY NO. 67 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO VILLAGE AT NORTHTOWN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000156544 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING A PORTION OF PROPOSED WELLS BRANCH PARKWAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2 inch iron pin found at an angle point in the West line of said Village at Northtown tract, being at the Southeast corner of that certain 116.918 acre tract of land described in Document No. 1999046435 of the Official Public Records of Travis County, Texas,

THENCE along the West line of said Village at Northtown tract, N 27°47'07" E for a distance of 640.47 feet to a 1/2 inch capped iron pin set for the Southwest corner and PLACE OF BEGINNING hereof;

THENCE continuing along the West line of said Village at Northtown tract, N 27°47'07" E for a distance of 140.00 feet to a 1/2 inch capped iron pin set for the Northwest corner hereof;

THENCE along the proposed North r.o.w. line of Wells Branch Parkway for the following courses:

S 62°16'12" E for a distance of 199.06 feet to a 1/2 inch capped iron pin set at a point of curve

Along a curve to the left whose radius is 1330.00 feet, whose arc is 689.87 feet and whose chord bears S 77°07'46" E for a distance of 682.16 feet to a 1/2 inch capped iron pin set

N 88°00'40" E for a distance of 1213.72 feet to a 1/2 inch capped iron pin set at a point of curve

Along a curve to the left whose radius is 1330.00 feet, whose arc is 309.43 feet and whose chord bears N 81°33'23" E for a distance of 299.80 feet to a 1/2 inch capped iron pin set

N 75°04'37" E for a distance of 234.19 feet to a 1/2 inch capped iron pin set in the East line of said Village at Northtown tract for the Northeast corner hereof;

THENCE along the East line of said Village at Northtown tract, S 27°50'06" W for a distance of 190.70 feet to a 1/2 inch capped iron pin set for the Southeast corner hereof;

THENCE along the proposed South r.o.w. line of Wells Branch Parkway for the following courses:

CONDITIONS
FOR

8.44 ACRES OF LAND - Page Two

S 75°04'07" W for a distance of 104.70 feet to a 1/2 inch capped iron pin set at a point of curve

Along a curve to the right whose radius is 1470.00 feet, whose arc is 332.06 feet and whose chord bears S 81°32'23" W for a distance of 331.35 feet to a 1/2 inch capped iron pin set


S 83°00'40" W for a distance of 1213.72 feet to a 1/2 inch capped iron pin set at a point of curve

Along a curve to the right whose radius is 1470.00 feet, whose arc is 762.48 feet and whose chord bears N 77°07'46" W for a distance of 753.96 feet to a 1/2 inch capped iron pin set

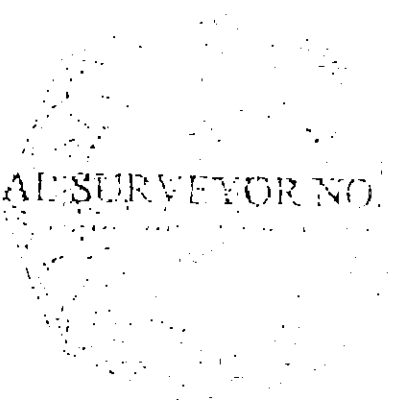
N 62°16'12" W for a distance of 199.20 feet to the PLACE OF BEGINNING and containing 8.44 acres of land, more or less

SURVEYED BY

Roy D. Smith Surveyors, P.C.


ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR NO. 4094
August 15, 2006

8.44 ac. - Walters Sr.



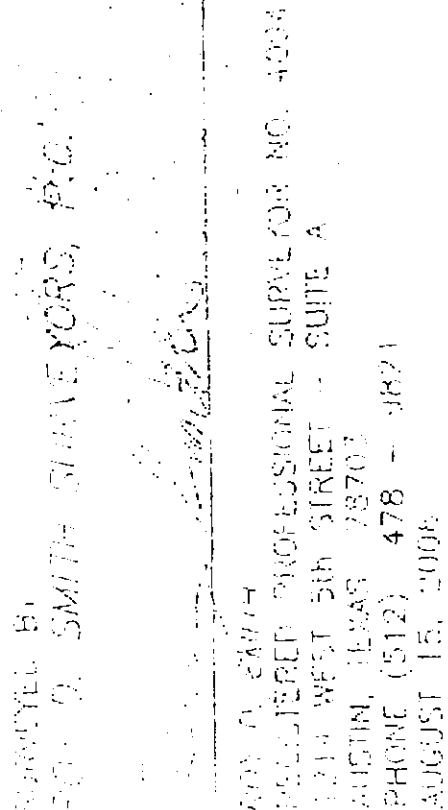


EXHIBIT "B"
SCHEDULE OF PERMITTED EXCEPTIONS

For purposes of the Special Warranty Deed, the following specified exceptions, conditions, and restrictions shall be the "Permitted Encumbrances":

1. The Restrictive Covenants recorded in Document Number 2003145929 of the Official Public Records of Travis County, Texas.
2. An easement and right-of-way for an electric transmission and/or distribution line, granted to Texas Power & Light Company as described in Vol. 503, Page 219, of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
3. An easement and right-of-way for an electric transmission and/or distribution line, granted to Texas Power & Light Company as described in Vol. 551, Page 137, of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
4. A 5' easement located in the southern portion of the subject property, granted to the City of Austin, as described in Vol. 3139, Page 39, of the Real Property Records of Travis County, Texas.
5. A 10' electric and telephone easement located across the subject property, granted to the City of Austin, as described in Vol. 9083, Page 600, of the Real Property Records of Travis County, Texas.
6. A telephone and electric easement granted to City of Austin, as described in Vol. 9083, Page 612 of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
7. A water line easement granted to the City of Austin, as described in Vol. 9687, Page 200 of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
8. Sanitary Sewer easements granted to the public, as described in Vol. 9794, Page 865, of the Real Property Records of Travis County, Texas.
9. A natural gas easement granted to Ensearch Corporation, as described in Vol. 9946, Page 416 of the Real Property Records of Travis County, Texas.
10. A gas pipeline right-of-way and easement granted to Southern Union Gas Company, as described in Vol. 11387, Page 356, of the Real Property Records of Travis County, Texas.
11. A gas pipeline right-of-way and easement granted to Southern Union Gas Company, as described in Vol. 11387, Page 359, of the Real Property Records of Travis County, Texas.
12. A wastewater line easement and temporary workspace easement granted to the City of

Austin, as described in Vol. 13394, page 2195, of the Real Property Records of Travis County, Texas.

13. Building setback line(s) as provided in restrictions of record under Document Number 2003145929, of the Official Public Records of Travis County, Texas.

14. An easement for ingress and egress across all tracts, as described in those Deeds of Trust recorded in Document Numbers 2005153801 and 2005153802, in the Official Public Records of Travis County, Texas. Said easement is to terminate upon the recording of a subdivision plat which provided for access to a public street of streets for all of the mortgaged property in said instrument.

15. An undivided one-half interest in and to all oil and gas, the royalties, bonuses, rentals, and all other rights in connection with the same, excepting executive rights together with the full and exclusive right to execute all leases with respect to oil and gas, all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in an instrument recorded in Volume 8463, Page 835, of the Real Property Records of Travis County, Texas. The reservation further provides that the Grantee and its successors and assigns shall not execute any oil or gas lease that provided for less than a one-sixth royalty interest without the approval of the Grantors and their heirs, successors and assigns.

16. All terms, conditions and provisions of that certain Boundary Agreement, dated March 18, 1983, of record in Vol. 8028, Page 448, of the Real Property Records of Travis County, Texas.

17. All terms, conditions and provisions of that certain Memorandum of Agreement, dated July 31, 1989, of record in Vol. 10997, Page 445, of the Real Property Records of Travis County, Texas.

18. All terms, conditions, and provisions of that certain Interlocal Agreement Regarding Temporary Wholesale Water and Wastewater Services, dated April 3, 1998, of record in Volume 13161, Page 331, of the Real Property Records of Travis County, Texas.

19. All terms, conditions and provisions of that certain Agreement Regarding Dedication of Roads, dated July 3, 2001, of record in Document Number 2001108430, of the Official Public Records of Travis County, Texas, as modified under Document Number 2002087961, of the Official Public Records of Travis County, Texas.

20. All terms, conditions, and provision of that certain Driveway Easement Agreement dated April 3, 2006, of record under Document Number 2006127402, of the Official Public Records of Travis County, Texas.

21. Subject to reversionary rights contained in that Special Warranty Deed filed on 8 Nov. 2007 from Village @ Northtown, Ltd. as grantor, to Travis County as grantee, recorded under Document Number 2007205042 of the Official Public Records of Travis County, Texas.

Recorders Memorandum At the time of recording this instrument was found to be inadequate for the micro reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

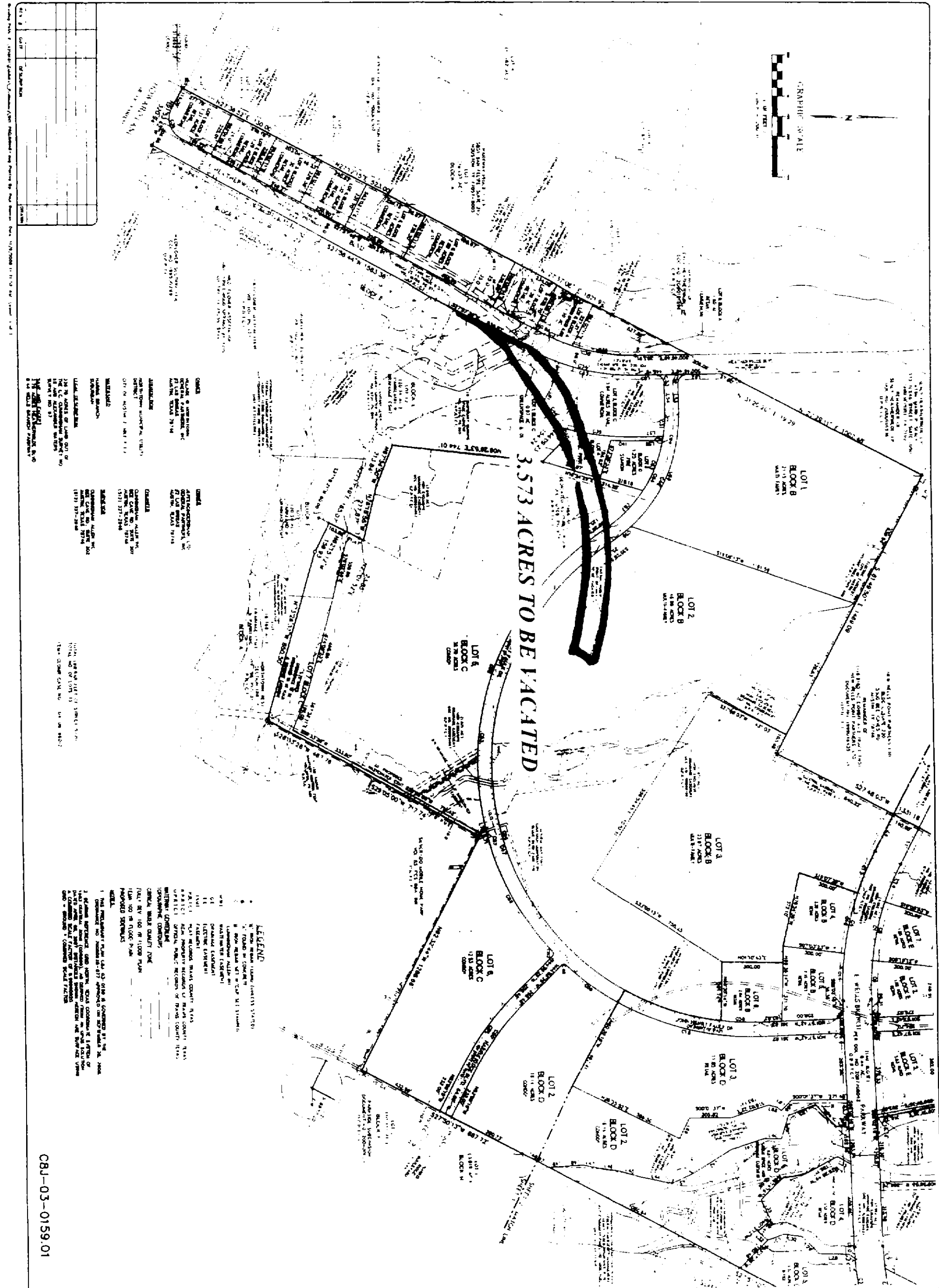
Dana DeBeauvoir

2007 Nov 08 04:27 PM

2007205042

CLARKMM \$0.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS



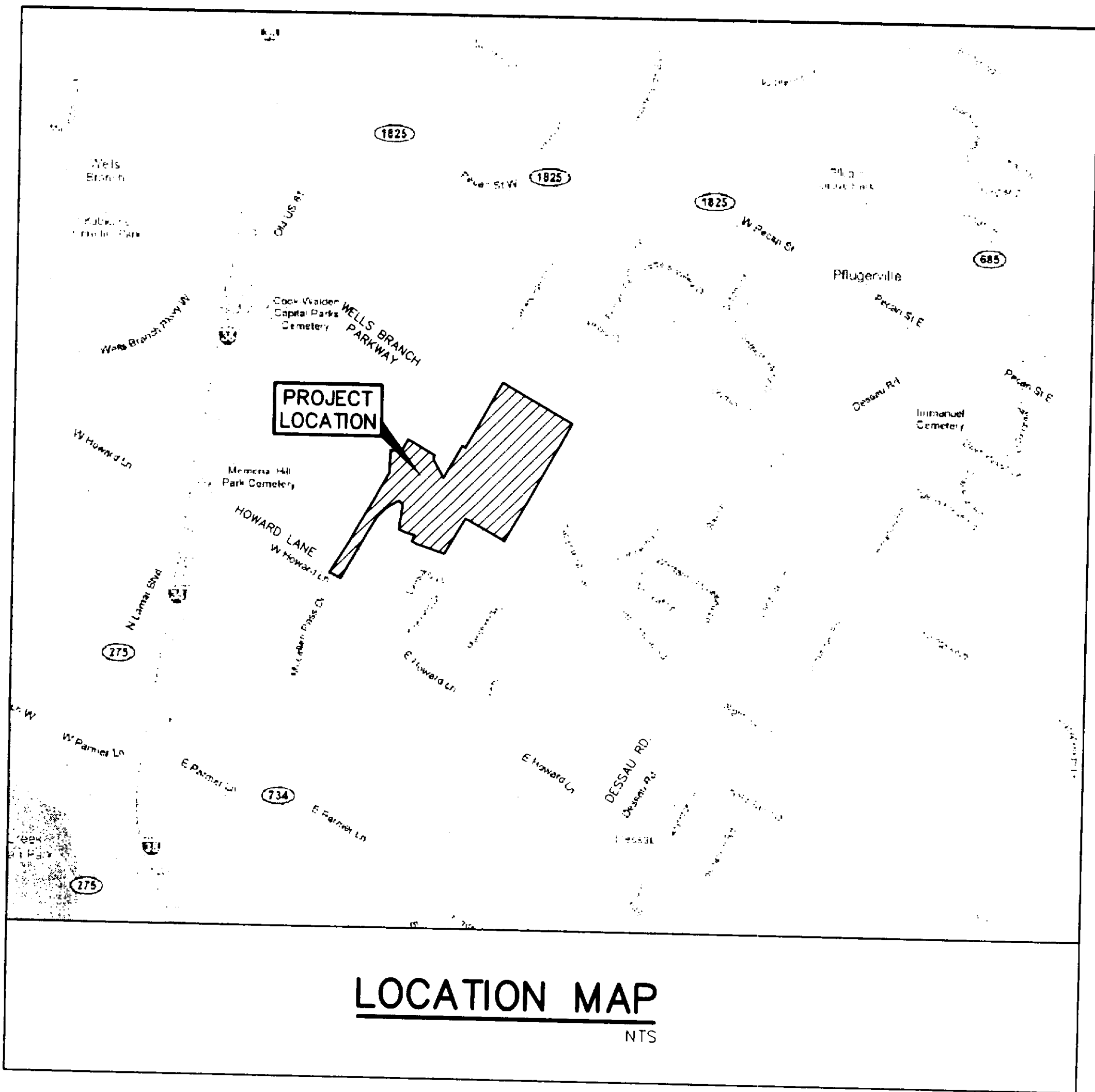
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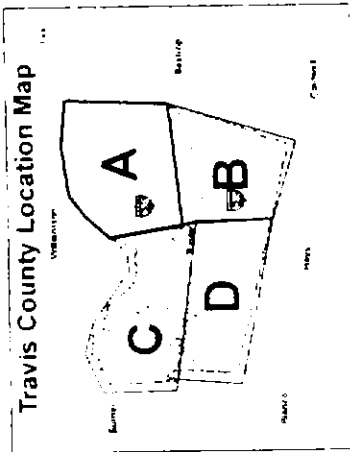
1 of 3
SHEET

VILLAGE AT NORTHTOWN PRELIMINARY PLAN



CA
Cunningham Allen
Engineers-Surveyors
505 Ben Conner Road Suite 202
Austin, Texas 78746-6813
Tel: 512-327-2546
Fax: 512-327-2513





- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Pkg. 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 in red.

Sources(s): CoA Roads - CoA 2008
Unincorporated Roads - Travis County
Sources: Greer's NHD 2005 Parks
Travis County 2008 CoA Parks
CoA 12/2008, Commissioner
Precincts - Travis County
Voter Registrar 2002.

3.573 ACRES TO BE VACATED

Precinct 1

Precinct 3

Precinct 2

City of
Pflugerville

City of
Mugler

City of
Austin

0 1 Miles

Travis County Roadways, Map A

Test Scale
1 inch equals 1,000 miles
1 inch equals 5,294 feet

Map Disclaimer: This map was created for the Travis County, Texas, 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) 654-5041.

Map Prepared by: Travis County
Department of Transportation & Natural Resources
Data: 12/18/08
http://www.co.tx.us/transportation

**NOTICE OF
PUBLIC HEARING
ON DECEMBER 23, 2008, AT 9:00 AM
VACATION OF RIGHT-OF-WAY(ROW)**

**TO APPROVE THE VACATION OF 3.573
ACRES OF RIGHT OF WAY ORIGINALLY
DEDICATED IN 1988 AND NOT NEEDED
FOR HEATHERWILDE BOULEVARD, IN
PRECINCT 1**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL 512.464.0202**



RECEIVED

DEC 04 2008

TNR

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIBBS, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Vacation of Right-of-Way sign was posted on December 3, 2008, on the north side of Howard Lane at its intersection with McAllen Pass on the south and Heatherwilde Boulevard (may be under construction) on the north within the Village at Northtown property at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 3rd DAY OF December, 2008.

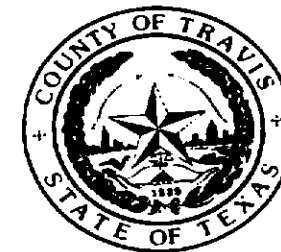
SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Supervisor

cc Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\03PresAbajo\SignRequest#2.doc

BUDGET AMENDMENTS AND TRANSFERS**FY 2009**08 DEC 16 PM 1:35
12/23/2008**TRANSFERS**

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	1101	522	0701	HRMD	Reg Salaries-Permnt Empl		\$ 24,500	1
	001	1120	522	4007	HRMD	Consulting	\$ 24,500		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst *Travis R. Gatlin*

DATE: December 9, 2008

RE: HRMD Request to Use Temporary Salary Savings for Compensation Consulting Services

Human Resources Management Department (HRMD) has submitted a request to use \$24,500 of internal temporary salary savings from a vacant compensation position for consulting services for this year's Job Analysis Project and other compensation related projects. Please see attached memo from HRMD for additional details. The department has committed to keeping the position open as long as needed to meet their budgeted salary savings.

PBO recommends approval of the requested internal budget transfer.

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

From: Norman McRee
To: Travis Gatlin
CC: Linda Moore Smith; Thelma Riley
Date: 12/9/2008 3:11 PM
Subject: Budget Transfer from Vacant Slot to Consulting Account in Comp Division

Hi Travis,

HR requests a budget adjustment of \$24,500 to transfer funds from vacant slot 37, HR Analyst Specialist position to the consulting account in the Compensation division. I have processed budget adjustment #14157 in the amount of \$24,500 from account 001-1101-522-0701 to account 001-1120-522-4007. HR does not plan on filling slot 37 before salary savings of at least this amount are met. HR also plans to meet budgeted salary savings for fiscal year 2009.

The transfer is needed to extend the previous contract HR had with Evergreen Solution, LLC to provide compensation related services. The scope of work included in the extension includes compensation analysis related to the Information Technology Job Family and consultation services related to Travis County's overall compensation system.

Thank you for your help.

-Norman

Norman McRee
Travis County HRMD
HR Financial Analyst, Lead
phone: (512) 854-4821
fax: (512) 854-3128
norman.mcree@co.travis.tx.us

Budget Adjustment: 14157

Fyr _ Budget Type: 2009-Reg

Author: 11 - MCREE, NORMAN

Created: 12/4/2008 11:25:30 AM

PBO Category: Transfer

Court Date: Tuesday, Dec 23 2008

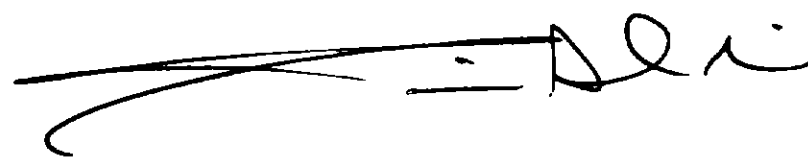
Dept: HUMAN RESOURCE MANAGEMENT

Just: Other

Transfer from vacant slot 37, HR Analyst Spec. for Compensation related consulting work. Slot 37 has not been filled in the current fiscal year.

From Account	Acct Desc	Project	Proj Desc	Amount
001-1101-522-0701	REG SALARIES-PERMNT EMPL			24,500
				24,500
To Account		Project		Amount
001-1120-522-4007	CONSULTING			24,500
				24,500

Approvals	Dept	Approved By	Date Approved
Originator	11	NORMAN MCREE	12/9/2008 3:04:51 PM
DepOffice	11	NORMAN MCREE	12/9/2008 3:04:57 PM

 Dec 16, 08

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

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
\$6,215,841	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$50,000)	Appraisal District Fee
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$2,650)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
(\$3,236,365)	Total Possible Future Expenses (Earmarks)
\$2,979,476	Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
\$2,909,298 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY09 Budget Process:

Amount	Explanation
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
(\$125,500) Total Possible Future Expenses (Earmarks)	

\$2,783,798 Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$5,980			Beginning Balance - Bilingual Pay
\$5,980 Current Reserve Balance			

Health & Human Services Reserve Status (001-9800-981-9817)

Amount	Dept Transferred Into	Date	Explanation
\$400,000 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
\$185,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
\$1,108,121 Current Reserve Balance			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
\$700,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
\$2,347,947 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
\$41,384,029 Current Reserve Balance			

BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
\$621,663 Current Reserve Balance			

BEFIT HRMD Reserve Status (001-9800-982-9903)

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
\$82,420 Current Reserve Balance			

BEFIT ITS Reserve Status (001-9800-982-9904)

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
\$81,095 Current Reserve Balance			

BEFIT Purchasing Reserve Status (001-9800-982-9905)

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
\$214,822 Current Reserve Balance			

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Travis County Commissioners Court Agenda Request

08 DEC 17 AM 8:58

Voting Session December 23, 2008
(Date)

Work Session _____
(Date)

I. Request:

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

Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$623,235.92, for the period of December 5, 2008 to December 11, 2008.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Christian Smith	854-9465

III. Required Authorizations: Checked if applicable:

_____	Planning and Budget Office (854-9106)
_____	Human Resources Management Department (854-9165)
_____	Purchasing Office (854-9700)
_____	County Attorney's Office (854-9415)
_____	County Auditor's Office (854-9125)

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: December 23, 2008

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: December 5, 2008 to December 11, 2008

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$623,235.92

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 \$623,235.92.

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
DECEMBER 5, 2008 TO DECEMBER 11, 2008**

-

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 23, 2008
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:

FROM: December 5, 2008
 TO: December 11, 2008

REIMBURSEMENT REQUESTED:

\$ 623,235.92

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,084,637.04
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 16, 2008	\$ (461,401.29)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 623,235.92
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 623,235.92

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 \$75,029.80) 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 (\$83,961.28) 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 \$88,809.62.

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 12/16/08
 Date


 Dan Mansour, Risk Manager 12-16-08
 Date


 Cindy Purinton, Benefit Contract Administrator 12/16/08
 Date


 Norman McRee, Financial Analyst 12/16/08
 Date

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

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

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-12-12

REQUEST AMOUNT: \$1,084,637.04

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 0475012038

ABA NUMBER: 021000021

ADVICE FREQUENCY: DAILY

FUNDING

FREQUENCY: FRIDAY

INITIATOR: CUST

METHOD: ACH

BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-12-11

\$963,573.03

- REQUIRED BALANCE TO BE MAINTAINED:

\$1,938,718.00

+ PRIOR DAY REQUEST:

\$00.00

- UNDER DEPOSIT:

\$975,144.97

+ CURRENT DAY NET CHARGE:

\$109,492.07

+ FUNDING ADJUSTMENTS:

\$00.00

REQUEST AMOUNT:

\$1,084,637.04

ACTIVITY FOR WORK DAY: 2008-12-05

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$283,834.23	\$00.00	\$283,834.23
TOTAL:	\$283,834.23	\$00.00	\$283,834.23

ACTIVITY FOR WORK DAY: 2008-12-08

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$70,877.23	\$00.00	\$70,877.23

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_12_11

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-176.65	NN	1802584	AH	9	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-182.1	NN	1650996	AI	3	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-188.4	NN	1722762	AH	1	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-210.88	NN	1962842	AH	1	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-223.26	NN	1621050	AE	9	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-229.98	NN	1446309	AA	6	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-236.6	NN	1547345	A	50	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-238.91	NN	1720646	AE	5	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-240.3	UV	29445201	AH	5	12/6/2008	50	12/12/2008	12/11/2008
701254	632	-250.6	NN	1784279	AE	8	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-280.49	NN	1140388	AH	1	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-376.81	NN	1794243	AH	1	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-398.75	NN	1767073	A	3	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-409.96	NN	SSN00000CAL		0	12/5/2008	600	12/11/2008	12/11/2008
701254	632	-549.36	NN	1079956	AH	9	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-563.17	NN	1024064	AA	7	12/11/2008	200	12/8/2008	12/11/2008
701254	632	-610	UV	27525454	AE	6	12/5/2008	50	12/11/2008	12/11/2008
701254	632	-3851.1	UU	13401787	AH	7	12/8/2008	50	12/12/2008	12/11/2008
701254	632	-75029.8	NN	SSN00000CAL		0	12/4/2008	600	12/10/2008	12/11/2008

623,235.92

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

For the payment week ending: 12/11/2008

CONTR #	TRANS_AMT	SRS	CHK_#	GRP	CLAIM		ISS_DATE	TRANS		TRANS_DATE
					ACCT#	CODE		CODE		

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: 12/11/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	60,771.78
RD	526-1145-522.45-29	568.36
RR	526-1145-522.45-29	8,743.53
Total CEPO		\$70,083.67
EPO		
EE	526-1145-522.45-20	150,047.26
RR	526-1145-522.45-21	32,189.32
Total EPO		\$182,236.58
PPO		
EE	526-1145-522.45-25	305,874.31
RR	526-1145-522.45-26	65,041.36
Total PPO		\$370,915.67
Grand Total		\$623,235.92

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Travis County Commissioners Court Agenda Request

Voting Session 12/23/08
(Date)

Work Session _____
(Date)

I. Request made by:

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

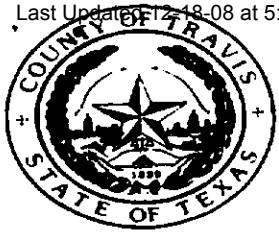
_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMID

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

December 23, 2008

ITEM # :

DATE: December 12, 2008

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD *LMS*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 7.

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 CHANGES – ROUTINE

NEW HIRES				
Dept	Slot	Position Title	Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	90	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Clerk	60010	Elec Clk – Elc Cr Spc Pr Tmps*	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
JP Pct 3	18	Office Asst	8 / \$22,880.00	8 / \$22,880.00
Sheriff	852	Building Maint Supv	15 / Midpoint / \$42,205.49	15 / Midpoint / \$42,205.49
Sheriff	893	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1406	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Tax Collector	101	Accounting Clerk (Part-time)	11 / \$14,560.00	11 / \$14,560.00
TCCES	49	Office Specialist	10 / Level 6 / \$28,412.80	10 / Level 6 / \$28,412.80
TNR	178	Equipment Operator	10 / \$33,654.40	10 / \$33,654.40
TNR	236	Road Maint Worker	8 / \$26,436.80	8 / \$26,436.80
TNR	332	Road Maint Worker	8 / \$27,060.80	8 / \$27,060.80
TNR	427	Road Maint Worker	8 / \$26,436.80	8 / \$26,436.80
TNR	519	Road Maint Worker	8 / \$27,060.80	8 / \$27,060.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept	Slot	Position Title	Requests Level/Salary	HRMD Recommends Grade/Salary	Temporary Status Type Codes
County Atty	20013	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20119	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20316	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20469	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20602	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
* Temporary Status Type Codes: 01 (Temporary less than 6 mos), 02 (Project Worker more than 6 mos), 03 (Temporary less than 6 mos, includes Retirement Benefits)					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Request Grade/Salary	Recommends Grade/Salary	Temporary Status Type Code
County Clerk	20622	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23015	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23028	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23040	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23093	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
Fac Mgmt	50066	Building Security Guard	8 / \$10.10	8 / \$10.10	05
TCCES	50040	Counselor	15 / \$16.23	15 / \$16.23	05
Temporary Status Type Codes: Temporary less than 6 mos. = 02; Project Temp. 6 mos. = 05; includes Retirement Benefits.					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 50123 / Commissioners Court Spec / Grd 15 / \$18.28	County Clerk	Slot 50123 / Commissioners Court Spec / Grd 15 / \$19.01	Hourly rate change.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments
Constable 3	8	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 63	\$43,439.97	\$47,308.98	Career Ladder. Peace Officer Pay Scale (POPS).
Constable 3	20	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 63	\$43,439.97	\$47,308.98	Career Ladder. Peace Officer Pay Scale (POPS).
Constable 3	26	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 63	\$43,439.97	\$47,308.98	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs. Authorized						

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Constable 5	31	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 63	\$42,604.43	\$46,252.54	Career Ladder. Peace Officer Pay Scale (POPS).
Constable 5	49	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 63	\$42,604.43	\$46,252.54	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	184	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	268	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	307	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	834	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	888	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,723.01	\$43,177.06	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1279	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1519	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
District Atty	30	Attorney III* / Grd 24	Attorney IV* ** / Grd 26	\$63,948.93	\$71,084.42	Career Ladder. Pay is at minimum of pay grade.
District Atty	43	Attorney IV* / Grd 26	Attorney V* / Grd 27	\$77,295.13	\$81,159.89	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized * Authorized slot is green-circled						

CAREER LADDERS - NON-POPS						
Dept	Slot	Current Position Title/Grade	New Position Title/Grade	Current Salary	New Salary	Comments
District Atty	124	Attorney III* / Grd 24	Attorney IV* ** / Grd 26	\$65,857.38	\$73,216.00	Career Ladder. Pay is between min and midpoint of pay grade.
District Atty	260	Attorney III* / Grd 24	Attorney IV* / Grd 26	\$63,948.93	\$71,084.42	Career Ladder. Pay is at minimum of pay grade.
District Atty	261	Attorney III* / Grd 24	Attorney IV* / Grd 26	\$63,948.93	\$73,216.00	Career Ladder. Pay is between min and midpoint of pay grade.
District Atty	262	Attorney IV* / Grd 26	Attorney V / Grd 27	\$77,295.13	\$81,159.89	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				** Authorized slot is green circled.		

PROMOTIONS, SALARY ADJUSTMENTS, LATERAL TRANSFERS, REASSIGNMENTS, TEMPORARY ASSIGNMENTS				
Dept (From)	Slot - Position Title - Grade - Salary	Dept (To)	Slot - Position Title - Grade - Salary	Comments
County Clerk	Slot 60004 / Elec Clk - Elc Cr Spc Pr Tmps / Grd 15 / \$35,298.98	County Clerk	Slot 60004 / Elec Clk - Elc Cr Spc Pr Tmps / Grd 15 / \$37,814.40	Salary adjustment. Pay is between min and midpoint of pay grade.
County Clerk	Slot 60011 / Elec Clk - Elc Cr Spc Pr Tmps / Grd 15 / \$35,298.92	County Clerk	Slot 60011 / Elec Clk - Elc Cr Spc Pr Tmps / Grd 15 / \$36,301.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Criminal Justice Planning	Slot 46 / Office Specialist / Grd 10 / \$28,593.34	Juvenile Court	Slot 58 / Administrative Asst II / Grd 13 / \$32,882.00	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 7 / Court Clerk II / Grd 15 / \$38,374.72	JP Pct 2	Slot 15 / Court Clerk II / Grd 15 / \$41,000.00	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Court	Slot 364 / Office Specialist / Grd 10 / \$27,239.47	Juvenile Court	Slot 404 / Office Specialist / Grd 10 / \$27,239.47	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 54 / Sergeant Corrections / Grd 88 / \$83,681.10	Sheriff	Slot 112 / Sergeant Corrections* / Grd 88 / \$83,681.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 61 / Sergeant Certified Peace Ofcr* / Grd 88 / \$81,289.10	Sheriff	Slot 1777 / Sergeant Certified Peace Ofcr / Grd 88 / \$81,289.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 112 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	Sheriff	Slot 54 / Sergeant Certified Peace Ofcr* / Grd 88 / \$83,681.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 402 / Cert Peace Officer Sr / Grd 84 / \$60,498.05	Sheriff	Slot 1205 / Cert Peace Officer Sr / Grd 84 / \$60,498.05	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1020 / Cert Peace Officer Sr / Grd 84 / \$56,193.90	Sheriff	Slot 61 / Sergeant Corrections / Grd 88 / \$76,707.07	Promotion. Peace Office Pay Scale (POPS).
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot - Position Title - Grade - Salary	Dept. (To)	Slot - Position Title - Grade - Salary	Comments
Sheriff	Slot 1647 / Security Coord / Grd 12 / \$29,292.00	Sheriff	Slot 802 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

Travis County Commissioners Court Agenda Request

Voting Session December 23, 2008 Work Session 08 22 17
 (Date) (Date) 22

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

DISCUSS, APPROVE, OR TAKE ANY APPROPRIATE ACTION REGARDING THE DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANT REGARDING UNIFIED DEVELOPMENT AND MAINTENANCE OF DRAINAGE FACILITIES (THE "RESTRICTIVE COVENANT") FOR WESCO ACRES – SITE OF PRECINCT 3 OFFICE BUILDINGS.

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

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

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

John Hille, Assistant County Attorney
 Roger A. El Khoury, M.S., P.E., Director, TCFMD

854-9415
 854-4579

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 budget
 _____ Grant

Human Resources Department(854-9165)

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

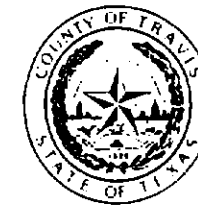
Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___X___ Contract, Agreement, Policy & Procedure

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



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FM# Wesco Acres – Pct. 3 Site
File: 101 – Commissioners Court

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

DATE: December 8, 2008

A handwritten signature of Roger A. El Khoury is written over the "FROM" line of the memorandum.

SUBJECT: Wesco Acres – Site of Precinct 3 Office Buildings
Restrictive Covenant (Unified Development Agreement)

Proposed Motion:

Discuss, approve, or take any appropriate action regarding the Declaration of Easements and Restrictive Covenant Regarding Unified Development and Maintenance of Drainage Facilities (the "Restrictive Covenant") for Wesco Acres - site of Precinct 3 Office Buildings.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the Declaration of Easements and Restrictive Covenant Regarding Unified Development and Maintenance of Drainage Facilities (the "Restrictive Covenant") for Wesco Acres. See Attachment #1. The County Attorney staff has reviewed this document and concurs with FMD's recommendation.

This document is required by the City of Austin Watershed Protection and Development Review Department in order to finalize the six-year extension to the approved site plan for Wesco Acres. The six-year extension is effective from August 2007 and will expire in August 2013. The site plan extension, requested by Travis County and the other owners of Wesco Acres, was approved by the City of Austin Planning Commission on August 26, 2008. The site plan extension will become final upon receipt, by the City of Austin, of this Restrictive Covenant, signed by all parties.

The language in the Restrictive Covenant mirrors language in the Real Estate Contract between Travis County and Michael Barron and Stephen Adler, the original sellers of the property to Travis County. The Real Estate Contract was approved by the Commissioners Court and the sale was closed on December 26, 2002.

The City requires this document because of the fact that the 11-acre Wesco Acres site is owned by three different entities: Travis County; Wesco Holdings, LLC; and Melwood Alliance, LLC. Travis County owns approximately 50%, or 5.83 of the total 11 acres. The other two owners

have signed this Restrictive Covenant. Austin Telco, Federal Credit Union, the lienholder for the newest owner, Melwood Alliance, has also signed their agreement to the Restrictive Covenant.

Wesco Acres is the site of the Precinct 3 Office Buildings which house the Precinct 3 Justice of the Peace, Precinct 3 Constable, a satellite Tax Office, and the West Rural Community Center and Clinic. The site plan extension for Wesco Acres allows Travis County until August 2013 to complete the remainder of the City-approved development of our portion of the site. Without the site plan extension, if Travis County desires to further develop our portion of the site, submittal of a new site plan would be required which may have to comply with the latest development rules applicable to that site.

Budgetary and Fiscal Impact:

There is no budgetary or fiscal impact to approval of this agreement.

There is a potential budget impact to the site plan extension. Since the site plan extension expires in August 2013, any further site development of Travis County's portion of Wesco Acres will be more easily accomplished prior to the 2013 expiration date. There is no guarantee that the City of Austin will grant further site extensions beyond 2013 due to lack of similar precedent with other owners. In accordance with the approved site plan, Travis County retains the right to construct 160 additional parking spaces and an additional 18,000 square feet of building space.

Background:

In December 2002, Travis County purchased approximately 50%, or 5.83 acres, of the 11 acre Wesco Acres site. The real estate sale was completed after Travis County joined the sellers, Mike Barron and Steve Adler in requesting and obtaining, from the City of Austin, a 5-year extension to the approved site plan. That 5-year extension expired in August, 2007.

In March and April 2005, construction was completed and staff moved into two new buildings at the site: the Precinct 3 Office Building and the West Rural Community Center and Clinic.

Prior to the August 2007 expiration of the site plan, Travis County joined with the other two owners of the Wesco Acres site in applying for a further extension of the site plan. The review and approval process took one year and in August 2008, the City of Austin Planning Commission approved a six-year extension effective August 2007. The extension will become formal upon receipt of the signed Restrictive Covenant.

Required Authorizations:

LEGAL:	John Hille, Assistant County Attorney
PURCHASING:	N/A
BUDGET:	N/A
HUMAN RESOURCES:	N/A

Exhibit:

- 1) Declaration of Easements and Restrictive Covenant Regarding Unified Development and Maintenance of Drainage Facilities (the "Restrictive Covenant")

TRAVIS COUNTY - FME
RECEIVED

DEC 03 2008

HOLFORD GROUP

DEVELOPMENT CONSULTANTS

INITIAL CD

TRANSMITTAL SHEET

TO: KEN GAEDE

FROM: CHARLES DUNN

COMPANY:

DATE: DECEMBER 2, 2008

Travis County

PROJECT: WESCO ACRES

HG JOB #:

☐ FOR REVIEW ☐ PLEASE COMMENT ☐ AS REQUESTED ☐ INFORMATION ☒ FOR APPROVAL

☐ CORRESPONDENCE ☐ PRINTS ☐ REPORT ☐ EXHIBITS ☒ OTHER

NOTES/COMMENTS

Ken attached is the original signed version of the UDA for County signatures. Let me know when something is scheduled.

Thanks,

Charles

4833 SPICEWOOD SPRINGS ROAD, SUITE 100

AUSTIN, TX 78759

PHONE: (512) 346 8181 FAX: (512) 346-9556 EMAIL: CHARLES@HOLFORDGROUP.COM

DEC 03 2008

INITIAL

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANT
REGARDING UNIFIED DEVELOPMENT
AND MAINTENANCE OF DRAINAGE FACILITIES

This Restrictive Covenant regarding unified development and maintenance of drainage facilities for Wesco Acres, (the "Restrictive Covenant"), is executed this on _____, 2008, by Melwood Alliance, LLC, a Texas limited liability company, Wesco Holdings, LLC, a Texas limited liability company, and Travis County, ("Declarant") and is as follows:

RECITALS

- A. Declarant, Melwood Alliance, LLC, a Texas limited liability company, owns land particularly described as Unit 1A, Wesco Condominiums, a condominium project in Travis County, Texas, according to the declaration of Condominium and amendments thereto, recorded under Document Number 2006202365, of the Official Public Records of Travis County, Texas, together with and undivided interest in and to the common elements appurtenant thereto and further described in the attached and incorporated Exhibit A. Declarant, Wesco Holdings, LLC, a Texas limited liability company, owns land particularly described as Unit 1B, Wesco Condominiums, a condominium project in Travis County, Texas, according to the declaration of Condominium and amendments thereto, recorded under Document Number 2006202365, of the Official Public Records of Travis County, Texas, together with and undivided interest in and to the common elements appurtenant thereto and further described in the attached and incorporated Exhibit B (Tract One).

Declarant, Travis County, owns land particularly described as a 5.829 acre tract of land being a portion of that certain tract described as Lot 1 of the Wesco Acres Subdivision according to the plat recorded in Book 81, Page 89 of the Official Records of Travis County, Texas as conveyed in Document Number 2002249524, Official Public Records of Travis County, Texas and further described in the attached and incorporated Exhibit C (Tract Two).

Tract One and Tract Two are collectively referenced as the "Property".

- B. Definitions:

Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

Facilities. The term "Facilities" means those drainage facilities that convey and receive stormwater runoff from the Property and that are described in Exhibit D, attached hereto and incorporated by reference.

- C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Declarant declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Unified Development. For purposes of site plan review, modification, or approval by the City of Austin, the Property will be constructed as a unified development single site. Any proposed modifications to Tract One or Tract Two or any portion of either Tract will be construed as a modification to a single site, requiring review of both Tract One and Tract Two in accordance with the provisions of the Land Development Code of the City of Austin. This section applies to, but is not limited to, the extent of impervious coverage, parking, and landscaping of the Property.
3. Easement to the Owners. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across portions of the Property as more particularly described in Exhibit E attached hereto and incorporated by reference (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the Owners and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

4. Easement to the City of Austin. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the City of Austin, whose address is Post Office Box 1088, Austin, Texas 78767-1088. Attn: Watershed Protection and Development Review Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the City of Austin and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement.

5. Maintenance. The Owners shall continuously maintain the Facilities in accordance with the requirements of the City and in a good and functioning condition. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities. Each Owner is jointly and severally liable for the maintenance of the Facilities.
6. Notice of City Entry. The City shall give the Owners thirty (30) days' prior written notice of the City's intent to enter all or part of the Easement Tract for the purpose of operating, maintaining, replacing, upgrading, or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City shall have the right to enter the Easement Tract without prior written notification for the purpose of monitoring and inspection only.
7. Joint Access. Joint access must be provided between Tract One and Tract Two on Site Plan No. SP-98-0197C, over an area more particularly described in Exhibit F, attached and incorporated by reference. The joint access must allow pedestrian and/or vehicular traffic to move freely to the adjacent public right-of-way, or between Tract One and Tract Two, or both. Any change of any aspect of Tract One or Tract Two may not interfere with this joint access. Each Owner is responsible and liable for maintaining the Owner's property contained within the access area described in Exhibit F in such a manner as to provide the required joint access.
8. Intentionally Deleted.

9. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.
10. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.
11. Intentionally Deleted.
12. General Provisions.
 - A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
 - B. Duration. Unless modified, amended, or terminated in accordance with Paragraph 12(K), this Restrictive Covenant remains in effect in perpetuity.
 - C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
 - D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
 - E. Entire Agreement. This Restrictive Covenant, and the Exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter

hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the Exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.

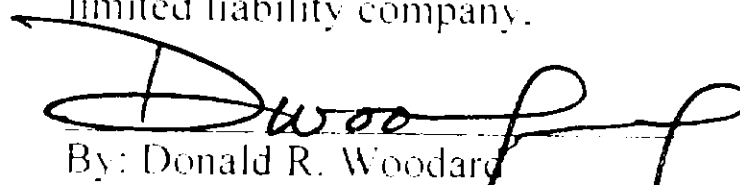
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Owners or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Enforcement. If any person, persons, corporation, or entity of any other character, with the exception of Travis County and its officials, agents and employees, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Travis

County, Texas, executed, acknowledged and approved by (a) the Director of the Watershed Protection and Development Review Department of the City of Austin or successor department; and (b) all of the Owners of the Property at the time of the modification, amendment, or termination.

Executed to be effective on October 6, 2008

DECLARANT:

Tract One, Unit 1A
Melwood Alliance, LLC, a Texas
limited liability company.

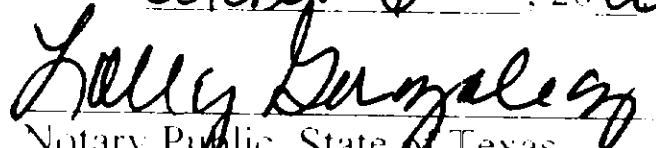

By: Donald R. Woodard
Manager

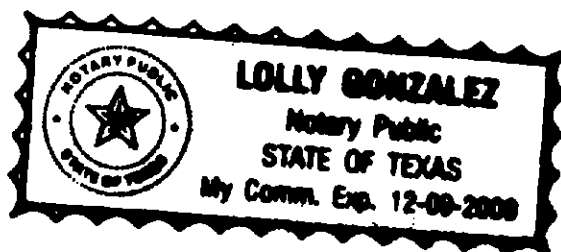
STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Lolly Gonzalez, Notary Public, on this day personally appeared Donald R. Woodard, Manager of Melwood Alliance, LLC, a Texas limited liability company, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

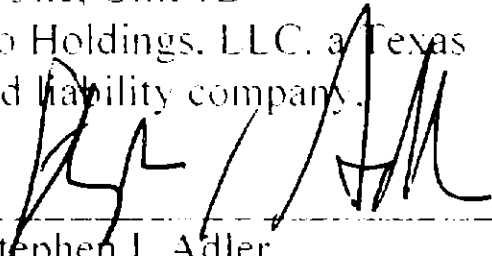
Given under my hand and seal of office on October 6, 2008


Notary Public, State of Texas



DECLARANT:

Tract One, Unit 1B
Wesco Holdings, LLC, a Texas
limited liability company.

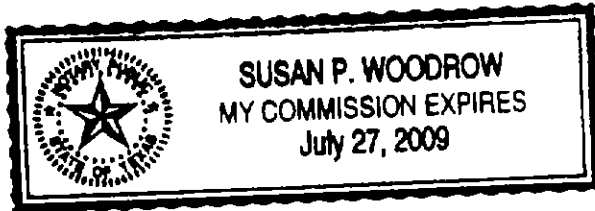

By: Stephen I. Adler
President

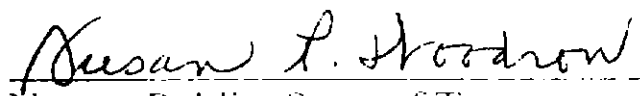
STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Susan P. Woodrow, Notary Public, on this day personally appeared Stephen I. Adler, President of Wesco Holdings LLC, a Texas limited liability company, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on September 3, 2008.




Notary Public, State of Texas

DECLARANT:

Tract Two
Travis County

By: Samuel T. Biscoe
Travis County Judge

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me _____, Notary Public, on this day personally appeared Samuel T. Biscoe, County Judge of Travis County, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20__.

Notary Public, State of Texas

ACCEPTED: WATERSHED PROTECTION AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Assistant City Attorney

LIENHOLDER CONSENT TO GRANT OF RESTRICTIVE COVENANT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Recitals:

Melwood Alliance, LLC, a Texas limited liability company, is the Owner of the following property:

That tract of land situated in Travis County, Texas described in the attached and incorporated Exhibit A.

Austin Telco Federal Credit Union holds a lien against the Property under the following described documents:

Deed of Trust dated June 10, 2008, from Melwood Alliance, LLC, a Texas limited liability company, to Anthony J. Rawls, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$1,680,000.00, payable to Austin Telco Federal Credit Union, of record in Document Number 2008098519, of the Official Public Records of Travis County, Texas.

Melwood Alliance, LLC, a Texas limited liability company, has granted to the City of Austin a Restrictive Covenant against and running with the Property.

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. Austin Telco Federal Credit Union consents to the grant of Restrictive Covenants against and running with the Property, which is executed contemporaneously herewith.
2. Austin Telco Federal Credit Union subordinates all of its liens on this Property to the rights and interests of the City, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Restrictive Covenants or the Property.

3. Austin Telco Federal Credit Union affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on SEPTEMBER 17, 2008

Austin Telco Federal Credit Union
Federal Credit Union & State of Texas

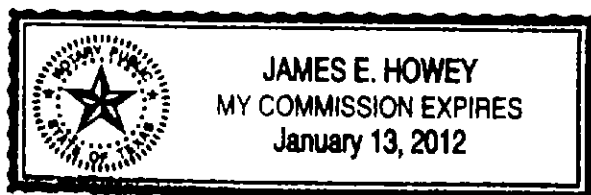
By: [Signature]
Name: ANTHONY J. ROWLS
Title: SR VP LENDING / C.L.O.

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me JAMES HOWEY (Notary name), Notary Public, on this day personally, appeared Tony J. Rowls (signer's name), SR VP LENDING (title) of Austin Telco Federal Credit Union a Federal Credit Union, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of September, 2008



[Signature]
Notary Public, State of Texas

**AFFIDAVIT THAT THERE IS NO LIEN AGAINST
THE REFERENCED PROPERTY**

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Stephen I. Adler, President of Wesco Holdings, LLC, a Texas limited liability company, who being known to me duly sworn, stated as follows:

1. "My name is Stephen I. Adler. I am President of Wesco Holdings, LLC, a Texas limited liability company, and am authorized by Wesco Holdings, LLC, a Texas limited liability company, to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the corporation who holds title to the property and I have recently reviewed the corporation's records of ownership of this property.

2. There is no lien held by any person, including any bank or similar corporate person, against the property described as Unit 1B, Wesco Condominiums.

"Further Affiant sayeth not."

Wesco Holdings, LLC, a Texas limited liability company, *Beaumont*

By: 179/179

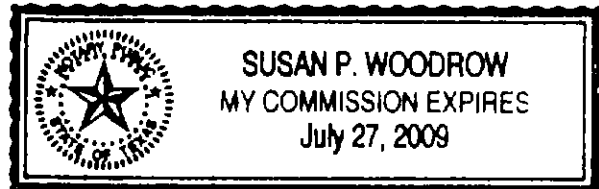
Name: Stephen I. Adler

Title: President

State of Texas
County of Travis §

§

SUBSCRIBED AND SWORN TO BEFORE ME on this 3 day of
September, 2008, to certify which witness my hand and official seal.



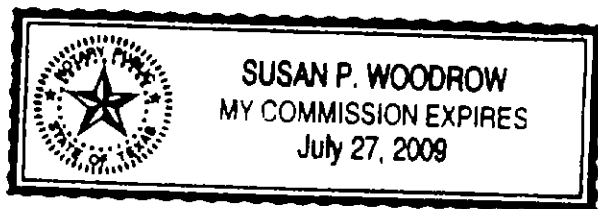
Susan P. Woodrow
Notary Public

State of Texas
County of Travis §

§

On September 3, 2008, before me, Susan P. Woodrow,
Notary Public, personally appeared Stephen I. Adler, President of Wesco Holdings, LLC,
a Texas limited liability company, personally known to me to be the person whose name
is subscribed to the within instrument and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Susan P. Woodrow
Notary Public, State of Texas

**AFFIDAVIT THAT THERE IS NO LIEN AGAINST
THE REFERENCED PROPERTY**

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Samuel T. Biscoe, County Judge of Travis County, who being known to me duly sworn, stated as follows:

1. "My name is Samuel T. Biscoe. I am the County Judge of Travis County and am authorized by Travis County to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the corporation who holds title to the property and I have recently reviewed the corporation's records of ownership of this property.

3. There is no lien held by any person, including any bank or similar corporate person, against the property described as 5.829 acres, more or less, out of Lot 1, Wesco Acres (Tract Two).

"Further Affiant sayeth not."

Travis County

By: _____

Name: _____

Title: _____

✓

Notary Public

On _____, 20____, before me, _____
Notary Public, personally appeared Samuel T. Biscoe, County Judge of Travis County,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal

Notary Public, State of Texas

Exhibit A
Page 1 of 2

HOLT CARSON, INC.
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

FIELD NOTE DESCRIPTION OF 2.52 ACRES OF LAND, BEING A PORTION OF LOT 1, WESCO ACRES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 89 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found for the Northeast corner of Lot 1, Wesco Acres, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 81 Page 89 of the Plat Records of Travis County, Texas, and for the Northwest corner of Lot 2, Southwest Trails, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200000300 of the Official Public Records of Travis County, Texas, and being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE with the East line of said Lot 1, Wesco Acres, S 05 deg. 26' 00" W 456.68 ft. to a 1/2" iron pipe found for the easterly Southeast corner of said Lot 1, Wesco Acres, and for the Northeast corner of that certain (3.884 acre) tract of land as conveyed to William A. Heine and Yolanda Heine by United States Customs Service Deed recorded in Volume 12900 Page 1247 of the Real Property Records of Travis County, Texas, and being the easterly Southeast corner of this tract;

THENCE with the common line of said Lot 1, Wesco Acres, and said (3.884 acre) tract, the following two (2) courses;

- 1) N 59 deg. 37' 22" W 298.30 ft. to a 1/2" iron rod found;
- 2) S 30 deg. 12' 57" W 425.80 ft. to a 1/2" iron pipe found in the North right-of-way line of State Highway No. 71 for the southerly Southeast corner of said Lot 1, Wesco Acres and for the Southwest corner of said (3.884 acre) tract, and being the southerly Southeast corner of this tract;

THENCE with the North right-of-way line of State Highway No. 71 and with the South line of said Lot 1, N 59 deg. 37' 52" W 15.00 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." for the Southwest corner of this tract, and from which a concrete monument found in the South line of said Lot 1 bears N 59 deg. 37' 52" W 40.85 ft.;

end of Page 1

Exhibit A
Page 2 of 2

THENCE leaving the North right-of-way line of State Highway No. 71 and crossing the interior of said Lot 1 with the West line of this tract, the following six (6) courses;

- 1) N 30 deg. 12' 57" E 425.76 ft. to a spindle set;
- 2) N 59 deg. 47' 19" W 28.48 ft.;
- 3) N 13 deg. 42' 00" E 95.60 ft. to a point of curvature;
- 4) along a curve to the right with a radius of 87.73 ft. for an arc length of 82.22 ft. and which chord bears N 40 deg. 32' 51" E 79.24 ft. to a point of reverse curvature;
- 5) along a curve to the left with a radius of 113.13 ft. for an arc length of 73.12 ft. and which chord bears N 48 deg. 52' 49" E 71.85 ft. to a point of tangency;
- 6) N 30 deg. 21' 55" E 178.77 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." in the North line of said Lot 1 for the Northwest corner of this tract, and from which a 1/2" iron pipe found in the North line of said Lot 1 bears N 58 deg. 41' 32" W 89.86 ft.;

THENCE with the North line of said Lot 1, S 58 deg. 41' 32" E 139.38 ft. to the **PLACE OF BEGINNING**, containing 2.52 acres of land.

Exhibit B
Page 1 of 3

HOLT CARSON, INC.
PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

FIELD NOTE DESCRIPTION OF 2.64 ACRES OF LAND, BEING A PORTION OF LOT 1, WESCO ACRES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 89 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found for the Northeast corner of Lot 1, Wesco Acres, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 81 Page 89 of the Plat Records of Travis County, Texas, and for the Northwest corner of Lot 2, Southwest Trails, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200000300 of the Official Public Records of Travis County, Texas, and from which a 1/2" iron pipe found for the easterly Southeast corner of said Lot 1, Wesco Acres, and for the Northeast corner of that certain (3.884 acre) tract of land as conveyed to William A. Heine and Yolanda Heine by United States Customs Service Deed recorded in Volume 12900 Page 1247 of the Real Property Records of Travis County, Texas, bears S 05 deg. 26' 00" W 456.68 ft.;

THENCE with the North line of said Lot 1, N 58 deg. 41' 32" W 139.88 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." for the Northeast corner and **PLACE OF BEGINNING** of the herein described tract,

THENCE crossing the interior of said Lot 1 with the East line of this tract, the following six (6) courses;

- 1) S 30 deg. 21' 55" W 178.77 ft. to a point of curvature;
- 2) along a curve to the right with a radius of 113.13 ft. for an arc length of 73.12 ft. and which chord bears S 48 deg. 52' 49" W 71.85 ft. to a point of reverse curvature;
- 3) along a curve to the left with a radius of 87.73 ft. for an arc length of 82.22 ft. and which chord bears S 40 deg. 32' 51" W 79.24 ft. to a point of tangency;
- 4) S 13 deg. 42' 00" W 95.60 ft.;
- 5) S 59 deg. 47' 19" E 28.48 ft. to a spindle set;
- 6) S 30 deg. 12' 57" W 425.76 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." in the North right-of-way line of State Highway No. 71 and in the South line of said Lot 1 and being the Southeast corner of this tract, and from which a 1/2" iron pipe found for the southerly Southeast corner of said Lot 1 bears S 59 deg. 37' 52" E 15.00 ft.;

Exhibit B
Page 2 of 3

THENCE with the North right-of-way line of State Highway No. 71 and with the South line of said Lot 1, the following two (2) courses;

- 1) N 59 deg. 37' 52" W 40.85 ft. to a concrete monument found;
- 2) N 59 deg. 26' 53" W 38.06 ft. to a point for the Southeast corner of that certain (5.829 acre) tract of land as conveyed to Travis County, Texas, by Special Warranty Deed Recorded in Document No. 2002249524 of the Official Public Records of Travis County, Texas, and being the southerly Southwest corner of this tract,

THENCE leaving the North right-of-way line of State Highway No. 71 and crossing the interior of said Lot 1 with the Easterly line of said Travis County, Texas (5.829 acre) tract, the following twenty-one (21) courses;

- 1) N 30 deg. 13' 41" E 232.58 ft. to a point of curvature;
- 2) along a curve to the right with a radius of 87.50 ft. for an arc length of 69.48 ft. and which chord bears N 52 deg. 58' 33" E 67.67 ft. to a point;
- 3) N 14 deg. 16' 43" W 30.00 ft.;
- 4) N 75 deg. 43' 40" E 0.64 ft. to a point of curvature;
- 5) along a curve to the left with a radius of 82.50 ft. for an arc length of 89.31 ft. and which chord bears N 44 deg. 42' 45" E 85.01 ft. to a point of tangency;
- 6) N 13 deg. 42' 00" E 71.84 ft.;
- 7) S 76 deg. 18' E 4.50 ft.;
- 8) N 13 deg. 42' 00" E 42.99 ft. to a point of curvature;
- 9) along a curve to the right with a radius of 113.00 ft. for an arc length of 109.13 ft. and which chord bears N 41 deg. 21' 58" E 104.94 ft.;
- 10) N 34 deg. 16' 12" W 28.03 ft.;
- 11) N 59 deg. 38' 05" W 126.55 ft. to a point of curvature;
- 12) along a curve to the right with a radius of 9.00 ft. for an arc length of 8.87 ft. and which chord bears N 31 deg. 24' 11" W 8.51 ft. to a point of tangency;
- 13) N 03 deg. 10' 17" W 92.85 ft. to a point of curvature;
- 14) along a curve to the right with a radius of 9.00 ft. for an arc length of 5.27 ft. and which chord bears N 13 deg. 35' 48" E 5.19 ft. to a point of tangency;
- 15) N 30 deg. 21' 55" E 43.94 ft.;
- 16) N 59 deg. 38' 05" W 171.76 ft.;
- 17) N 30 deg. 21' 55" E 18.50 ft.;
- 18) N 59 deg. 38' 05" W 112.92 ft.;
- 19) S 30 deg. 21' 55" W 18.50 ft.;
- 20) N 59 deg. 38' 05" W 45.00 ft.;
- 21) N 30 deg. 21' 55" E 86.26 ft. to a point in the North line of said Lot 1 for the northerly Northeast corner of said Travis County, Texas (5.829 acre) tract and being the Northwest corner of this tract;

Exhibit B
Page 3 of 3

THENCE with the North line of said Lot 1, the following two (2) courses;

- 1) S 59 deg. 47' 47" E 493.43 ft. to a 1/2" iron pipe found;
- 2) S 58 deg. 41' 32" E 89.86 ft. to the **PLACE OF BEGINNING**, containing 2.64 acres of land.

Exhibit C
Page 1 of 2

West 5 Acres
Lot 1, Wesco Acres
5.829 Acres

DESCRIPTION OF A 5.829 ACRE TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID 5.829 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a P.K. Nail set in the south line of said Lot No. 1, same being in the north line of State Highway No. 71, and from said point, for reference, a concrete highway monument found bears, South $59^{\circ}28'12''$ East 38.21 feet,

THENCE, from said POINT OF BEGINNING, and with the south line of said Lot No. 1, same being the north line of said State Highway No. 71, N $59^{\circ}28'12''$ W 67.56 feet to a 1/2 inch iron rod set at the beginning of a non-tangent curve to the left, same being a south east corner in that certain tract of land described as 5.00 acres in a deed to the City of Austin, of record in Volume 12846, Page 1731, deed records of Travis County, Texas,

THENCE, crossing said Lot No. 1, with the southwesterly lines of the herein described tract, same being the northeasterly lines of said City of Austin Tract, the following four (4) course

- 1) with said curve, concave northerly whose chord is N $75^{\circ}25'58''$ E 28.37 feet having a radius of 26.00 feet, through a central angle of $90^{\circ}28'09''$ an arc distance of 31.55 feet to a 1/2 inch iron rod set at the end of said curve,
- 2) N $30^{\circ}11'54''$ E 271.90 feet to a calculated point,
- 3) N $59^{\circ}29'15''$ W 293.23 feet to a 1/2 inch iron rod set,
- 4) N $13^{\circ}40'47''$ W 414.14 feet to a 1/2 inch iron rod found for a southwest corner of the herein described tract, same being the most northerly corner of said City of Austin tract, same also being in the east line of a tract of land, described in a deed to Austin Lacquer Co. of record in Volume 10482, Page 893 of the deed records of Travis County, Texas.

THENCE, with the west line of the herein described tract, same being the east line of said Austin Lacquer Co. tract, N $31^{\circ}39'06''$ E 251.41 feet to a hole punch in a rock, found for the northwest corner of the herein described tract, same being a northeast corner of said Austin Lacquer Co. tract, same also being in the southerly line of a tract of land described as Mountain Shadows, a subdivision of record in Plat Book 25, Page 2 Plat records of Travis County, Texas,


Exhibit C
Page 2 of 2

Page 2 of 2

THENCE, with the northerly line of the herein described tract, same being a portion of the southerly line of said Mountain Shadows, S 59°50'07" E 99.23 feet to a 1/2 iron rod set,

THENCE, crossing said Lot No. 1, with the northeasterly lines of the herein described tract, the following twenty (20) courses

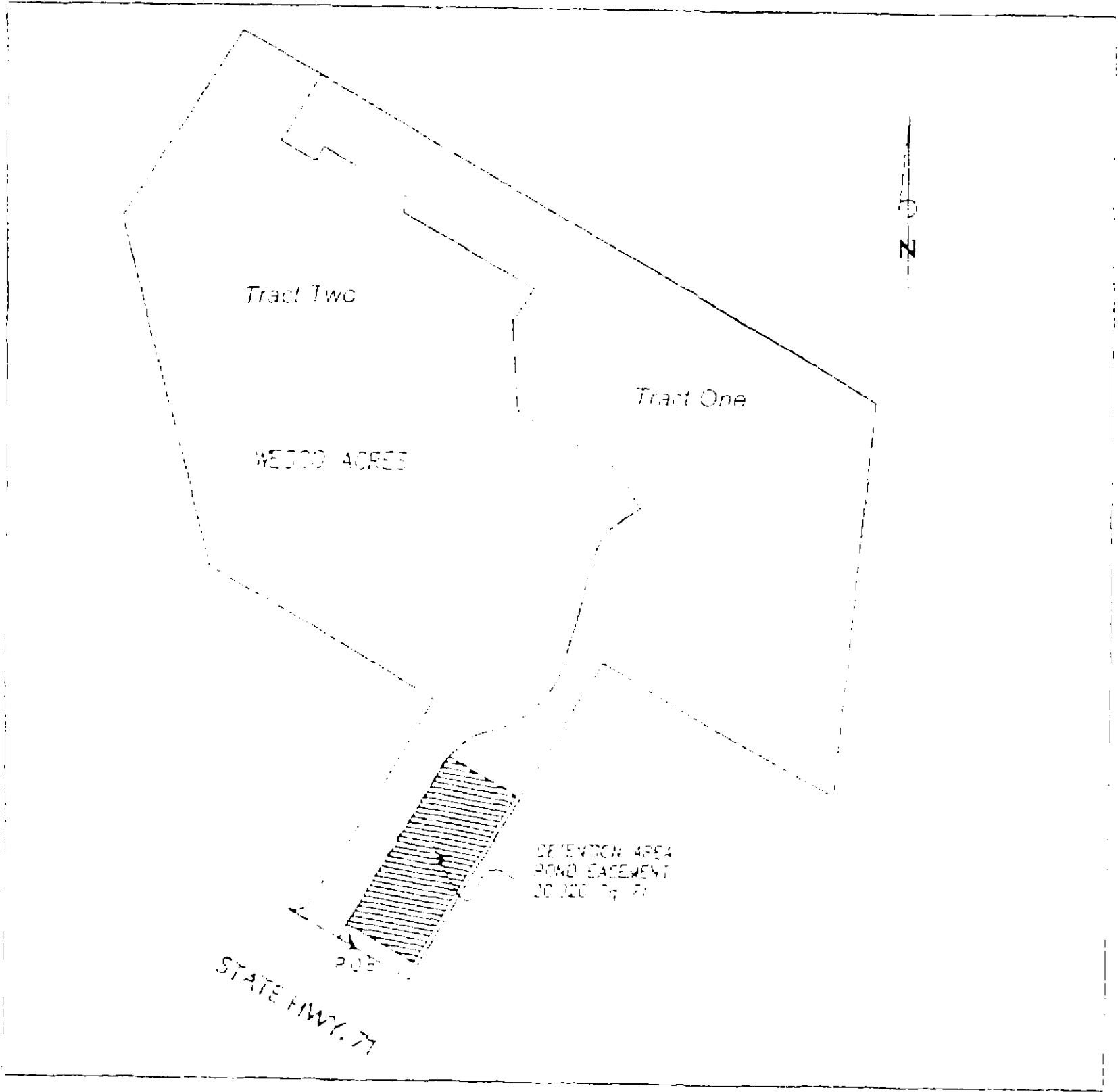
- 1) S 30°21'55" W 86.33 feet,
- 2) S 59°38'05" E 45.00 feet,
- 3) N 30°21'55" E 18.50 feet,
- 4) S 59°38'05" E 112.92 feet,
- 5) S 30°21'55" W 18.50 feet,
- 6) S 59°38'05" E 171.76 feet,
- 7) S 30°21'55" W 43.94 feet to the beginning of a curve to the left,
- 8) with said curve, concave easterly whose chord is S 13°35'49" W 5.19 feet having a radius of 9.00 feet, an arc distance of 5.27 feet through a central angle of 33°32'12" to the end of said curve,
- 9) S 3°10'17" E 92.85 feet to the beginning of a curve to the left,
- 10) with said curve, concave northeasterly, whose chord is S 31°24'11" E 8.51 feet having a radius of 9.00 feet, an arc distance of 8.87 feet, through a central angle of 56°27'48", to the end of said curve,
- 11) S 59°38'05" E 126.55 feet,
- 12) S 34°16'12" E 28.03 feet to the beginning of a non-tangent curve to the left,
- 13) with said curve, concave southeasterly, whose chord is S 41°21'58" W 104.94 feet, having a radius of 113.00 feet, through a central angle of 55°19'56", having an arc distance of 109.13 feet,
- 14) S 13°42'00" W 42.99 feet,
- 15) N 76°18'00" W 4.50 feet,
- 16) S 13°42'00" W 71.84 feet to the beginning of a curve to the right, concave northwesterly whose chord is S 44°42'33" W 85.01 feet, having a radius of 82.50 feet, a central angle of 62°07'16", having an arc distance of 89.30 feet,
- 17) S 75°43'17" W 0.64 feet,
- 18) S 14°16'43" E 30.00 feet to the beginning of a curve to the left,
- 19) with said curve, concave southeasterly whose chord is S 52°58'33" W 67.67 feet, the radius of which is 87.50 feet, having a central angle of 45°29'44", said curve having an arc length of 69.45 feet,
- 20) S 30°13'41" W 232.67 feet to the POINT OF BEGINNING and containing 5.829 acres within these metes and bounds


Dennis Meenach, R.P.L.S. No. 4335



12/16/02
Date

Exhibit D
Page 1 of 1



SKETCH
TO ACCOMPANY
EASEMENT DESCRIPTION

SCALE 1" = 200'
DATE 07/26/2002
DRAWN ELMER
CHECKED G. WERNER

WESCO ACRES
REMAINDER OF LOT 1
TRAVIS COUNTY, TEXAS

SURVEY DEPARTMENT

DA Doucet & Associates, Inc.
 74014 Highway 71 West, Suite 150, Austin, TX 78723
 Phone (512) 553-2600 Fax (512) 553-2601
www.doucetandassociates.com

Exhibit E
Page 1 of 1

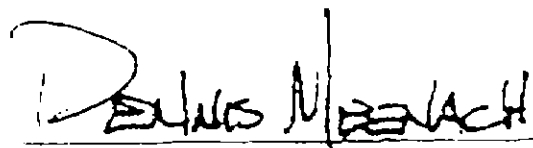
Detention Area Pond Easement
Wesco Acres
20,020 Square Feet

DESCRIPTION OF A TRACT OF LAND CONTAINING 20,020 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 5.71 WHOSE DESCRIPTION IS WRITTEN CONTERMINOUSLY, SAID 20,020 SQUARE FEET IS ALSO A PORTION OF LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID 20,020 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

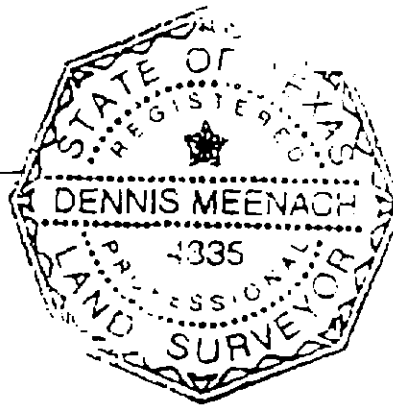
BEGINNING at the southwest corner of the herein described tract, and from said point, for reference, the southeast corner of the tract described as Road Easement No. 1 and written conterminously herewith and shown on the attached sketch, bears S30°13'47" W 18.90 feet,

THENCE, crossing said Lot No. 1, the following five (5) courses

- 1) N 30°13'41" E 213.77 feet to the beginning of a curve,
- 2) with said curve, concave southeasterly, whose chord is N 34°05'01" E 11.70 feet the radius of which is 86.97 feet, through a central angle of 7°42'40" an arc distance of 11.71 feet,
- 3) S 59°46'19" E 88.00 feet,
- 4) S 30°12'37" W 225.44 feet,
- 5) N 59°46'19" W 88.86 feet to the POINT OF BEGINNING containing 20,020 square feet of land



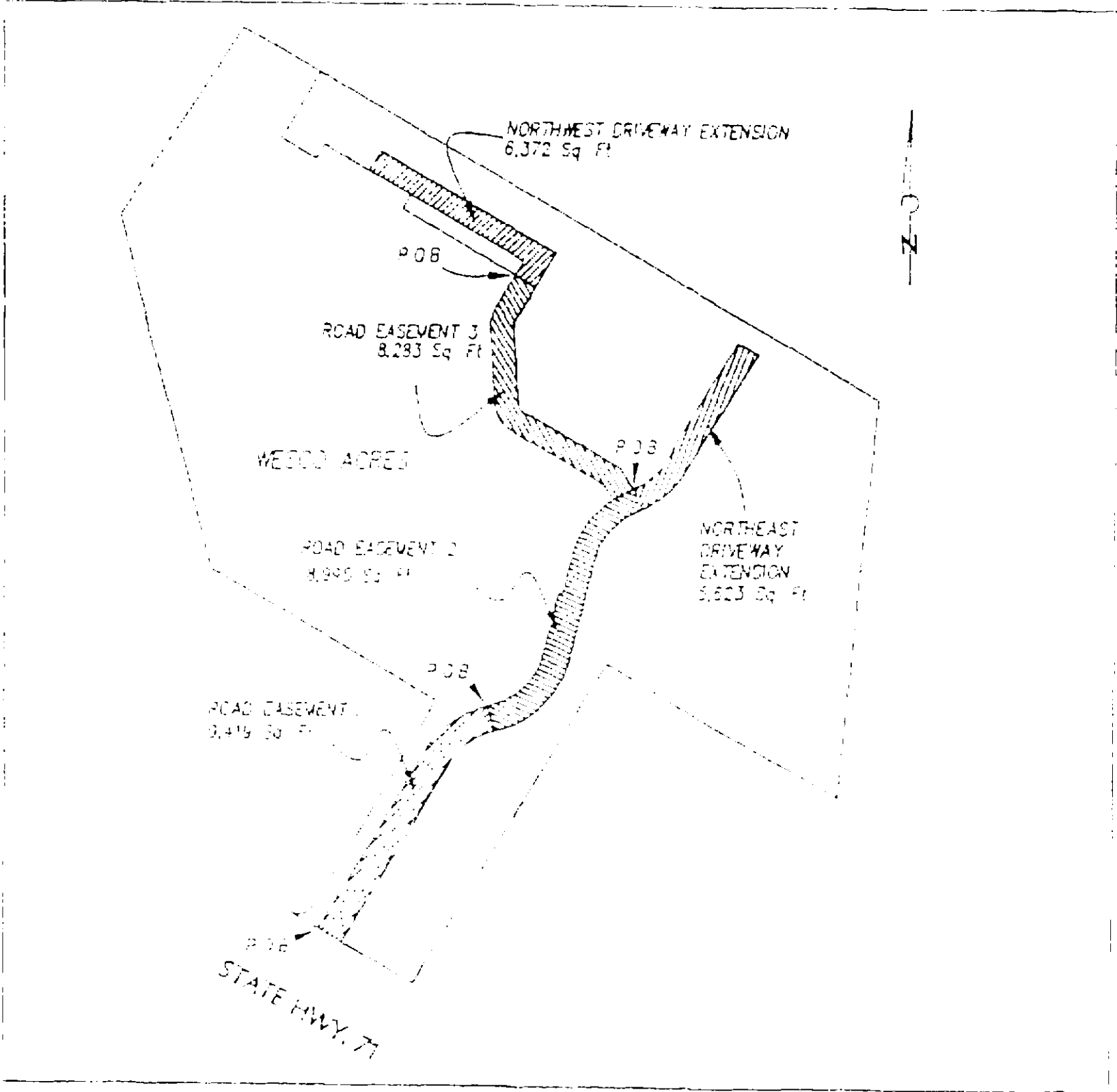
Dennis Meenach R.P.L.S. No. 4335



12/16/02

Date

Exhibit F
Page 1 of 6



SKETCH
TO ACCOMPANY
5 EASEMENT DESCRIPTIONS
OUT OF
LOT 1 WESCO ACRES
BOOK 81, PG. 89
TRAVIS COUNTY, TEXAS

SCALE: 1" = 200'
DATE: 07/08/2002
DRAWN: ELMER
CHECKED: D. MERRITT

WESCO ACRES
REMAINDER OF LOT 1
TRAVIS COUNTY, TEXAS

SURVEY DEPARTMENT

DA Doucet & Associates, Inc.
14014 Highway 77 West, Suite 140, Austin, TX 78735
Phone: (512) 983-2600 Fax: (512) 260-2607
www.doucetandassociates.com

Exhibit F
Page 2 of 6

Road Easement No. 1
Wesco Acres
9,420 Square Feet

DESCRIPTION OF A TRACT OF LAND CONTAINING 9,420 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS S 829 WHOSE DESCRIPTION IS WRITTEN CONTERMINOUSLY, SAID 9,420 SQUARE FEET IS ALSO A PORTION OF LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID 9,420 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a P K Nail set for the southwest corner of the herein described tract, same being in the south line of said Lot No. 1, same also being in the north line of State Highway No. 71, and from said point, for reference, a concrete highway monument found bears, South $59^{\circ}28'12''$ East 38.21 feet,

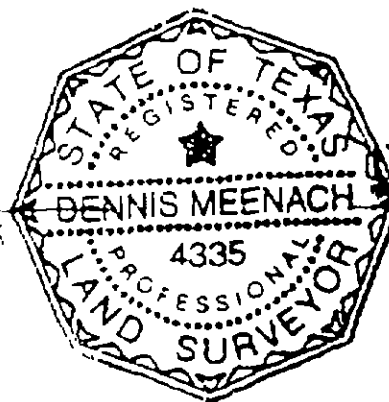
THENCE, from said POINT OF BEGINNING, crossing said Lot No. 1, the following five (5) courses

- 1) N $30^{\circ}13'41''$ E 232.51 feet to the beginning of a curve,
- 2) with said curve, concave southeasterly, whose chord is N $52^{\circ}58'39''$ E 90.87 feet the radius of which is 117.49 feet, through a central angle of $45^{\circ}29'55''$ having an arc distance of 93.30 feet,
- 3) S $14^{\circ}16'43''$ E 30.00 feet to the beginning of a curve,
- 4) with said curve, concave southeasterly, whose chord is S $52^{\circ}58'33''$ W 67.67 feet, the radius of which is 87.50 feet, through a central angle of $45^{\circ}29'44''$ an arc distance of 69.48 feet,
- 5) S $30^{\circ}13'41''$ W 232.67 feet, to the southeast corner of the herein described tract, same being a point on the southerly line of said Lot No. 1, same also being in the northerly line of State Highway No. 71,

THENCE, with the south line of the herein described tract and said Lot No. 1, same being the north line of State Highway 71, N $59^{\circ}28'12''$ W, to the POINT OF BEGINNING and containing 9,420 square feet of land within these metes and bounds

Dennis Meenach

Dennis Meenach, R.P.L.S., No. 4335



12-16-02
Date

Exhibit I
Page 3 of 6

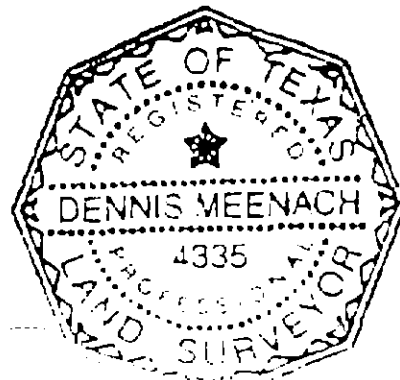
Road Easement No. 2
Wesco Acres
8,995 Square Feet

DESCRIPTION OF A TRACT OF LAND CONTAINING 8,995 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 5171 WHOSE DESCRIPTION IS WRITTEN CONTERMINOUSLY, SAID 8,995 SQUARE FEET IS ALSO A PORTION OF LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID 8,995 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at the most northerly corner of the tract described as Road Easement No. 1 and written conterminously herewith and shown on the attached sketch

THENCE, continuing to cross said Lot No. 1 the following twelve (12) courses

- 1) N 75°43'17" E 0.64 feet, to the beginning of a curve,
- 2) with said curve, concave northwesterly, whose chord is N 44°42'38" E 85.01 feet, the radius of which is 82.50 feet, through a central angle of 62°01'16" having an arc distance of 89.30 feet,
- 3) N 13°42'00" E 71.84 feet,
- 4) S 76°18'00" E 4.50 feet,
- 5) N 13°42'00" E 42.99 feet to the beginning of a curve,
- 6) with said curve, concave southeasterly, whose chord is N 41°21'58" E 104.94 feet, the radius of which is 113.00 feet, through a central angle of 55°19'56" having an arc distance of 109.13 feet,
- 7) S 20°58'04" E 26.00 feet to the beginning of a curve,
- 8) with said curve, concave southeasterly, whose chord is S 41°21'58" W 80.79 feet, the radius is 87.73 feet, through a central angle of 54°50'00", having an arc distance of 83.96 feet,
- 9) S 13°56'58" W 114.53 feet, to the beginning of a curve,
- 10) with said curve, concave northwesterly, whose chord is S 44°42'38" W 115.92 feet, the radius is 111.54 feet, through a central angle of 62°37'03" an arc distance of 121.90 feet,
- 11) S 76°01'17" W 0.64 feet,
- 12) N 14°16'43" W 30.00 feet to the POINT OF BEGINNING, containing 8,995 square feet of land within these metes and bounds



Dennis Meenach

Dennis Meenach, R. P. L. S. No. 4335

12-16-02

Date

Exhibit 1
Page 4 of 6

Road Easement No. 3
Wesco Acres
8,283 Square Feet

DESCRIPTION OF A TRACT OF LAND CONTAINING 8,283 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 5.829 WHOSE DESCRIPTION IS WRITTEN CONTERMINOUSLY, SAID 8,283 SQUARE FEET IS ALSO A PORTION OF LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID 8,995 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

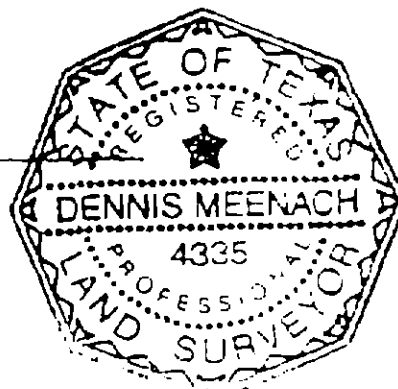
BEGINNING at the most northerly corner of the tract described as Road Easement No. 2 and written centerminously herewith and shown on the attached sketch

THENCE, with the curving northwesterly line of said Road Easement 2, concave easterly, whose chord is S 62°22'52" W 26.18 feet, the radius of which is 113.00 feet, an arc distance of 26.24 feet.

THENCE, crossing said Lot No. 1 the following thirteen (13) courses

- 1) THENCE, N 34°16'12" W 19.15 feet
- 2) THENCE, N 59°38'05" W 120.70 feet to the beginning of a curve,
- 3) with said curve, concave northeasterly, whose chord is N 31°24'11" W 33.11 feet, the radius of which is 35.00 feet through a central angle of 56°27'48" an arc distance of 34.49 feet,
- 4) N 3°10'17" W 92.85 feet to the beginning of a curve,
- 5) with said curve, concave easterly, whose chord is N 13°35'49" E 20.20 feet, the radius of 35.00 feet, through a central angle of 33°32'12" an arc distance of 20.49 feet,
- 6) N 30°21'55" E 43.94 feet,
- 7) S 59°38'05" E 26.00 feet,
- 8) S 30°21'55" W 43.94 feet to the beginning of a curve,
- 9) with said curve, concave easterly, whose chord is S 13°35'49" W 5.19 feet the radius of which is S 59°38'05" E 9.00 feet, through a central angle of 33°32'12" an arc distance of 5.27 feet,
- 10) S 3°10'17" E 92.85 feet to the beginning of a curve,
- 11) with said curve, concave northeasterly, whose chord is S 31°24'11" E 8.51 feet, the radius of which is 9.00 feet,
- 12) S 59°38'05" E 126.55 feet,
- 13) S 34°16'12" E 28.03 feet to the point of beginning containing 8,283 square feet of land

DENNIS MEENACH
Dennis Meenach, R.P.L.S. No. 4335



12-16-02
Date

Exhibit F
Page 5 of 6

Northeast Drive Extension
Wesco Acres
5.623 Square Feet

DESCRIPTION OF A TRACT OF LAND CONTAINING 5.623 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS S 171 WHOSE DESCRIPTION IS WRITTEN CONTERMINOUSLY, SAID 5,623 SQUARE FEET IS ALSO A PORTION OF LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID 5.623 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

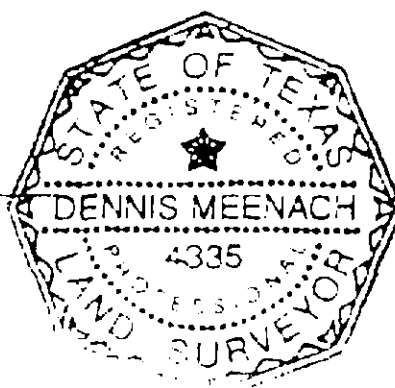
BEGINNING at the most northerly corner of the tract described as Road Easement No. 2 and written conterminously herewith and shown on the attached sketch,

THENCE, crossing said Lot No. 1 the following six (6) courses

- 1) with a non-tangent curve, concave northwesterly, whose chord is N45°58'01"E 57.30 feet the radius of which is 87.17 feet, through a central angle of 38°22'18" an arc distance of 58.38 feet,
- 2) N 30°21'55" E 149.16 feet,
- 3) S 59°38'05" E 26.02 feet,
- 4) S 30°21'55" W 154.60 feet to the beginning of a non-tangent curve,
- 5) with said curve, concave northwesterly, whose chord is S 48°12'15" W 69.31 feet, the radius of which is 113.13 feet, through a central angle of 35°40'45" an arc distance of 70.45 feet,
- 6) N 20°58'04" W 26.00 feet to the POINT OF BEGINNING containing 5.623 square feet of land within these metes and bounds

Dennis Meenach

Dennis Meenach, R.P.L.S. No. 4335



12-16-02

Date

Exhibit F
Page 6 of 6

Northwest Drive Extension
Wesco Acres
6,372 Square Feet

DESCRIPTION OF A TRACT OF LAND CONTAINING 6,372 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 5171 WHOSE DESCRIPTION IS WRITTEN CONTERMINOUSLY, SAID 6,372 SQUARE FEET IS ALSO A PORTION OF LOT NO 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID 6,372 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

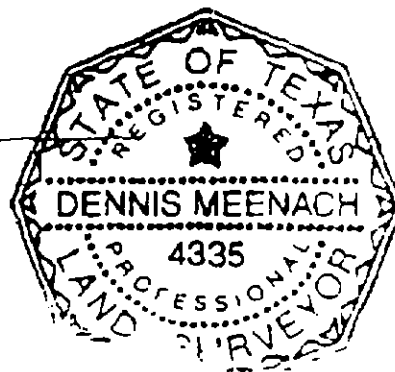
BEGINNING at the most northerly corner of the tract described as Road Easement No 3 and written conterminously herewith and shown on the attached sketch,

THENCE, crossing said Lot No 1 the following six (6) courses

- 1) THENCE, N 29°54'18" E 18 50 feet,
- 2) THENCE, N 59°38'04" W 200 68 feet,
- 3) THENCE, N 30°21'55" E 26 00 feet,
- 4) THENCE, S 59°38'05" E 226 46 feet,
- 5) THENCE, S 29°53'49" W 44 50 feet,
- 6) THENCE, N 59°38'05" W 26 00 feet to the POINT OF BEGINNING containing 6,372 square feet of land within these metes and bounds

Dennis Meenach

Dennis Meenach, R P L S No 4335



12-16-02

Date

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

12-26-2002 12:40 PM 2002248799
EVANSK \$47.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Recorders Memorandum: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

AFTER RECORDING, RETURN TO:

City of Austin
Department of Watershed Protection and Development Review Department
P.O. Box 1088
Austin, Texas 78767
Project Name: _____
Attn: _____ [Project Manager]
CIP No. _____ [if applicable]

OWNERSHIP AND LIEN CERTIFICATE

File No. A-080610a

Issued: July 29, 2008

This is to certify that we have searched the records of Travis County in the Office of Heritage Title Company of Austin, Inc., through July 21, 2008 at 8:00 a.m. as to the following described property. to-wit:

LEGAL DESCRIPTION

Unit 1A, Wesco Condominiums, a condominium project in Travis County, Texas, according to the declaration of Condominium and amendments thereto, recorded under Document No. 2006202365, of the Official Public Records of Travis County, Texas, together with an undivided interest in and to the common elements appurtenant thereto.

RECORD TITLE APPEARS TO BE VESTED IN: *Melwood Alliance, LLC, by deed recorded under Document No. 2006202365, Official Public Records of Travis County, Texas.*

LIENS:

- 1. Deed of Trust dated June 10, 2008, recorded under Document No. 2008098519, Official Public Records of Travis County, Texas, executed by Melwood Alliance, LLC to Anthony J. Rawls, Trustee, securing the payment of one note of even date therewith in the sum of \$1,680,000.00, payable to Austin Telco Federal Credit Union.***
- 2. Affidavit for Mechanic's and Materialmen's Lien filed July 15, 2008, recorded under Document No. 2008119413, Official Public Records of Travis County, Texas, executed by Wall Partitions, Inc., dba Blanco Wall Partitions, against Melwood Alliance, LLC and LJCo., Inc dba Larry Nelson Company, in the amount of \$7,818.50.***
- 3. Affidavit for Mechanic's and Materialmen's Lien filed July 23, 2008, recorded under Document No. 2008124198, Official Public Records of Travis County, Texas, executed by LJCo, Inc., dba Larry Nelson Company, against Melwood Alliance, LLC, in the amount of \$36,105.30.***

The following information is based on a general search, from July 21, 1998 through July 21, 2008 as to the following person(s) and/or entity(ies):

Melwood Alliance, LLC

(None of Record)

*This certificate is for the use of and shall inure to the benefit of **Holford Group** and is issued in consideration of \$150 00 paid to **Heritage Title Company of Austin, Inc.**, (The Company) by same to whom said sum shall be returned as liquidated damages in the event of any mistake, error and or omissions herein, and by accepting this certificate, same agrees that said sum and no more shall constitute the full measure of damages against **the Company**. None of the information contained herein, or the absence of other information constitutes a representation to any party as to the status of the title to the subject property. If a title defect and/or encumbrance should exist which is not disclosed herein, **the Company** shall not be liable by reason of furnishing this certificate or for any verbal statements related thereto. **The Company** shall not be liable for any title defect unless a title policy is hereafter issued by its insuring against such title defect, and the applicable title policy premium paid. The company's liability shall then exist only under the terms of its policy as prescribed by the Department of Insurance and as measured and limited thereby.*

HERITAGE TITLE COMPANY OF AUSTIN, INC.



Rosie Albritton

Customer Service/Examiner

162455 ALP
RET. HERITAGE TITLE
400 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

RET. HERITAGE TITLE CO.



WD 2006202365
5 PGS

5

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

That **WESCO HOLDINGS, LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee hereinafter named, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the principal sum of \$172,000.00, payable to the order of The Frost National Bank (the "Lender"), at its banking house at Westlake Hills Financial Center, P. O. Box 1600, San Antonio, Texas 78296, in the City of San Antonio, Bexar County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by vendor's lien herein retained (the "Vendor's Lien"), and is additionally secured by a deed of trust of even date herewith to Jimmy R. Locke, Trustee, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto **MELWOOD ALLIANCE, LLC**, a Texas limited liability company ("Grantee"), that certain real property located in Travis County, Texas, to wit:

Unit No. 1-A, WESCO CONDOMINIUMS, a condominium project in Travis County, Texas, according to the Declaration of Condominium and amendments thereto, recorded under Document No. 2006202364 of the Official Public Records of Travis County, Texas, together with an undivided interest in and to the common elements appurtenant thereto

713829v4

together with any improvements located thereon and all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way pertaining thereto (collectively, the "Property");

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances in any wise belonging thereto, unto Grantee and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as the superior title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

This conveyance is made by Grantor and accepted by Grantee subject to any and all easements, restrictions, reservations, covenants and conditions and other matters of record in the Real Property Records of Travis County, Texas or which are visible or apparent on the above property which affect the above property or the use thereof, including but not limited to those matters listed on Exhibit B attached hereto and incorporated herein for all purposes, to the extent, and only to the extent, that the same may still be in force and effect.

Current ad valorem taxes on the Property having been prorated, the payment for year 2006 and subsequent years is assumed by Grantee.

EFFECTIVE as of October 12, 2006.

WESCO HOLDINGS, LLC, a Texas
limited liability company

By: _____

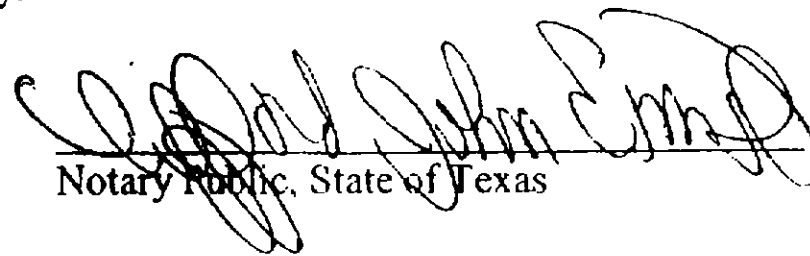
Stephen I. Adler
President

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 12th day of October, 2006, by Stephen I. Adler, as President of WESCO HOLDINGS, LLC., a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

Address of Grantee:

4201 South Congress Avenue
Suite 201
Austin, Texas 78745

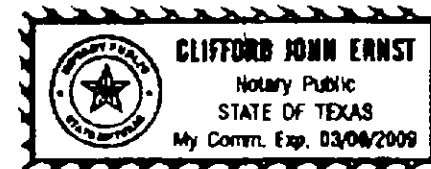


Exhibit A

PERMITTED EXCEPTIONS

1. Building setback line 25 feet in width along the St. Hwy. No. 71 property line(s), as shown on the Plat(s) recorded in Volume 81, Page(s) 89 of the Plat Records of Travis County, Texas.
2. Electric and telephone line easement granted to the City of Austin, by instrument dated September 22, 1982, recorded in Volume 7871, Page 36 of the Deed Records of Travis County, Texas.
3. Waterline easement granted to the City of Austin, by instrument dated August 17, 1998, recorded in Volume 13253, Page 220 of the Real Property Records of Travis County, Texas and as corrected under Document No(s). 2004086582 and 2004105804 of the Official Public Records of Travis County, Texas.
4. Waterline easement granted to the City of Austin, by instrument dated March 20, 2001, recorded under Document No. 2001162994 of the Official Public Records of Travis County, Texas and as corrected under Document No(s). 2004086582 and 2004105804 of the Official Public Records of Travis County, Texas.
5. The terms, conditions and stipulations set out in that certain Reciprocal Access Easement, Restrictive Covenant and Joint Development Agreement dated December 19, 2002 recorded under Document No. 2002248799 of the Official Public Records of Travis County, Texas.
6. Water line easement granted to the City of Austin, by instrument dated August 30, 2002, recorded under Document No. 2002163183 of the Official Public Records of Travis County, Texas and as corrected under Document No(s). 2004086582 and 2004105804 of the Official Public Records of Travis County, Texas.
7. Electric utility easement granted to the City of Austin as described and located by instrument recorded under Document No. 2004105805 of the Official Public Records of Travis County, Texas.
8. The terms, conditions and stipulations (and any rights of first refusal and/or option to purchase to the extent same affects the subject property) of lease, as evidenced by Volume 12702, Page(s) 123 of the Real Property Records of Travis County, Texas.

713829v4

9. The terms, conditions and stipulations set out in that certain Restrictive Covenant Regarding Unified Development and Other Matters dated October 12, 2006, recorded under Document No. 2006202362 of the Official Public Records of Travis County, Texas.
10. Joint access easement granted in that certain Joint Access Easement Agreement dated October 12, 2006, recorded under Document No. 2006202363 of the Official Public Records of Travis County, Texas.

After Recording, Return to:

Cliff Ernst
Graves, Dougherty, Hearon & Moody
P.O. Box 98
Austin, Texas 78767

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Oct 18 08:26 AM 2006202365

GUERREROR \$32.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

713829v4

81073
RECEIVED
COUNTY CLERK
JUNE 10 2008

After Recording Please Return To:
Lewis Aven. C U Business Solutions, LLC
P O. Box 30316
Austin, Texas 78755



DT 2008098519
11 PGS

Space Above This Line For Recording Data

DEED OF TRUST

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security Number or your driver's license number.

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is June 10, 2008. The parties and their addresses are:

GRANTOR:

MELWOOD ALLIANCE, LLC
A Texas Limited Liability Company
4201 S. Congress Ave Ste. 201
Austin, Texas 78745

TRUSTEE:

ANTHONY J. RAWLS
8929 Shoal Creek Blvd
Austin, Texas 78757

LENDER:

AUSTIN TELCO FEDERAL CREDIT UNION
Organized and existing under the laws of the United States of America
8929 Shoal Creek Blvd
AUSTIN, Texas 78757

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

TRACT I. Unit No. 1-A, WESCO CONDOMINIUMS, a condominium project in Travis County, Texas, according to the Declaration of Condominium and amendments thereto, recorded under Document No. 2006202364 of the Official Public Records of Travis County, Texas, together with an undivided interest in and to the common

Melwood Alliance, LLC
Texas Deed Of Trust
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Initials *AW*
Page 1

elements appurtenant thereto.

TRACT II: Road Easement No. 1 and Road Easement No. 2 over and across a portion of Lot 1, WESCO ACRES, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 81, Page(s) 89 of the Plat Records of Travis County, Texas, and a portion of Unit 1-B WESCO CONDOMINIUMS, a condominium project in Travis County, Texas, according to the Declaration of Condominium recorded under Document No. 1006202364 of the Official Public Records of Travis County, Texas, and being more particularly described and defined under Document No. 2002248799 and amended under Document No. 2006202363, both of the Official Public Records of Travis County, Texas.

TRACT III: Joint Access Easement over and across a portion of Unit 1-B, WESCO CONDOMINIUMS, a condominium project in Travis County, Texas, according to the Declaration of Condominium recorded under Document No. 2006202364 of the Official Public Records of Travis County, Texas.

The property is located in Travis County at 8656 Highway 71 West, Austin, Texas 78735.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$1,680,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 156029 00, dated June 10, 2008, from Grantor to Lender, with a loan amount of \$1,680,000.00 and maturing on June 10, 2023.

B. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.


C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

Melwood Alliance, LLC
Texas Deed Of Trust
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Initials 
Page 2

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Grantor is sold or transferred
- B. There is a change in either the identity or number of members of a partnership or similar entity
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest

Melwood Alliance, LLC
Texas Deed Of Trust
TX/4Xtruit00063000005994020060608Y

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Initials *JW*
Page 3

created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

12. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. ASSIGNMENT OF LEASES AND RENTS. Grantor absolutely, unconditionally, irrevocably and immediately assigns, grants, conveys to Lender all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents)

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Grantor a revocable license to collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor's default automatically and immediately revokes this license. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Grantor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Grantor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Grantor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Grantor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless

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for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

14. DEFAULT. Grantor will be in default if any of the following occur:

- A. Payments.** Grantor fails to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
- C. Business Termination.** Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform.** Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements.** Grantor is in default on any other debt or agreement Grantor has with Lender.
- G. Misrepresentation.** Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Grantor fails to satisfy or appeal any judgment against Grantor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Material Change.** Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.
- N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Grantor's financial condition from the conditions set forth in Grantor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

15. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

In the event of default, it will be the duty of the Trustee, at the request of Lender (which request is hereby conclusively presumed), to invoke power of sale as required by Section 51.002 of the Texas Property Code, as then amended. Trustee will advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey indefeasible title to the Property with covenants of general warranty. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

To the extent permitted by law, a mortgage servicer on behalf of Lender may manage information regarding Grantor's last known address, appoint a trustee or substitute trustee, including, without limitation, a perpetual substitute trustee, and administer all aspects of a foreclosure as authorized in this Security Instrument or by applicable law. The Lender may include, without limitation, a book entry system to the extent permitted by law.

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To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys indefeasible title to the purchaser, without warranty or with covenants or special or general warranty. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein to the extent permitted by law.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. FORECLOSURE. In the event a foreclosure under power of sale should be commenced by the Trustee, Lender may at any time before the sale of the Property direct the Trustee to abandon the sale, and may then institute suit for the collection of the Secured Debts and for the foreclosure of the lien of this Security Instrument. It is further agreed that if Lender should institute a suit for the collection of the Secured Debts, and for a foreclosure of the lien of this Security Instrument, that Lender may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee to sell the Property in accordance with the provisions of this Security Instrument. Lender, if it is the highest bidder, will have the right to purchase at any sale of the Property, and to have the amount for which such Property is sold credited on the Secured Debts.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

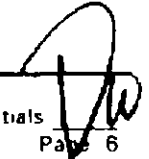
18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

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D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property, or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption

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insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing)

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance

21. COLLATERAL PROTECTION INSURANCE. Property Insurance is required. Grantor agrees to buy insurance on the Property in the amount Lender specifies, subject to applicable law. Grantor shall have the option of furnishing any required insurance either through existing policies of insurance owned or controlled by Grantor or procuring and furnishing the equivalent coverage through any insurance company authorized to do business in Texas or an eligible surplus line insurer to the extent permitted by law. Grantor will name Lender as loss payee under the policy. Grantor may be required to deliver to Lender a copy of the collateral protection insurance policy and proof of payment of premiums.

If Grantor fails to meet any of these requirements, Lender may obtain collateral protection insurance on Grantor's behalf. Lender is not required to purchase any type or amount of insurance. To the extent permitted by law, Lender may obtain insurance that will cover either the actual amount of unpaid indebtedness or the replacement cost of improvements, subject to policy limits. If Lender purchases insurance for the Property, Grantor will be responsible for the cost of that insurance, including interest and any other charges incurred by Lender in connection with the placement of collateral protection insurance to the extent permitted by law. Grantor understands that insurance Lender obtains may cost significantly greater than the cost of insurance Grantor could have obtained. Amounts that Grantor owes are due and payable upon demand or on such other terms as Lender requires to the extent permitted by law.

22. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. CO-SIGNERS. If Grantor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debts and Grantor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

24. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

25. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal rights relating to the Property.

26. USURY SAVINGS. In no event shall any provision of this Security Instrument or any other instrument evidencing or securing the Secured Debts ever obligate Grantor to pay or allow Lender to collect interest on the Secured Debts at a rate greater than the maximum non-usurious rate permitted by applicable law.

In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any law is interpreted so that any charge provided for in this Security Instrument and/or together with any instrument evidencing the Secured Debts, violates such law by reason of the acceleration of the Secured Debts or otherwise, such charge is hereby reduced to eliminate such violation. Any amounts paid to Lender in

excess of the amounts permitted by applicable law shall be applied to reduce the principal of the Secured Debts, or, at Lender's option, be refunded.

27. FIXTURE FILING. Grantor gives to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.

28. PERSONAL PROPERTY. Grantor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

29. APPLICABLE LAW. This Security Instrument is governed by the laws of Texas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

30. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

31. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

32. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

33. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any financial statements or information Lender requests. All financial statements and information Grantor gives Lender will be correct and complete. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

34. AGREEMENT TO ARBITRATE. Lender or Grantor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Grantor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Grantor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Grantor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Grantor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property

securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Grantor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Grantor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Grantor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Grantor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

35. WAIVER OF TRIAL FOR ARBITRATION. Lender and Grantor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Grantor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument

GRANTOR:

Melwood Alliance, LLC

By 

Donald R. Woodward, Manager

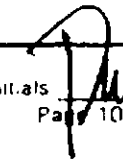
LENDER:

Austin Telco Federal Credit Union

By 

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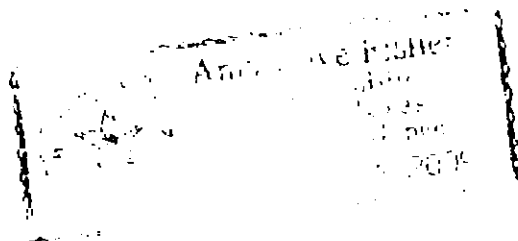
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ACKNOWLEDGMENT.

(Business or Entity)

State OF Texas County OF Travis ss.
This instrument was acknowledged before me this 10 day of June, 2008 by
Donald R. Woodward - Manager of Melwood Alliance, LLC a Limited Liability Company on behalf of the Limited
Liability Company.

My commission expires:



(Notary Public)

SEAL

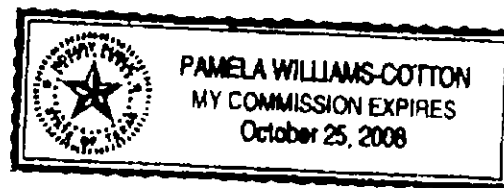
SEAL

(Lender Acknowledgment)

STATE OF TEXAS COUNTY OF TRAVIS ss.
This instrument was acknowledged before me this 10th day of JUNE, 2008 by
ANTHONY J. RAWLS SR. VP OF LENDING of Austin Telco Federal
Credit Union, a(n) federal credit union, on behalf of the federal credit union.

My commission expires: 10-25-08

Pamela Williams Cotton
(Notary Public)



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Jun 11 03:38 PM 2008098519

BENAVIDESV \$56.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

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**MECHANIC'S AND MATERIALMAN'S
LIEN AFFIDAVIT AND CLAIM**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Claimant, **WALL PARTITIONS, INC. d/b/a BLANCO WALL PARTITIONS**, files this Affidavit by and through its authorized agent William T. Peckham, said Claimant's business address being P. O. Box 1947, Manchaca, Texas 78652-1947. Claimant, having furnished labor and materials to improve the property herein described, for the purpose of perfecting a lien on said property and improvements to secure the amount of the claim therefor, makes this affidavit and states:

That Melwood Alliance, L.L.C., located c/o Don Woodard, 4201 South Congress, Austin, Texas 78745, is the owner or reputed owner of said land and of the improvements located thereon.

That LJCo., Inc., d/b/a Larry Nelson Company, located at 3401 South Lamar, Suite B, Austin, Texas 78704, is the contractor on the job or that portion thereof for which the hereinafter-described labor was furnished and materials supplied.

That said labor and materials were furnished for the benefit of Owner and Contractor pursuant to a written contract with LJCo., Inc., d/b/a Larry Nelson Company, general contractor, located at 3401 South Lamar, Suite B, Austin, Texas 78704, it having been furnished to LJCo., Inc., d/b/a Larry Nelson Company for the improvement of property located in Travis County, Texas, at 8656 Highway 71 West, Austin, Travis County, Texas 78735, and legally described as:

Unit 1-A Wesco Condominiums, plus 50% interest in the common areas, Austin, Travis County, Texas; being the same property described in Deed to Owner recorded October 18, 2006 at Document #2006202365, Official Public Records of Travis County, Texas

The amount of the claim is \$7,818.50, and said amount is just, reasonable, unpaid, true and correct; a general statement of the kind of work done and/or materials furnished by Claimant is as follows: sheet rock hanging and acoustical work - hanging wallboard, install wall and ceiling insulation and installing acoustical ceiling in one story office building, Cuesta Centre.

The period during which the labor and materials were provided is April, May and June, 2008; (April-May: \$3,617.10, and May, June, 2008, and retainage: \$4,201.40).

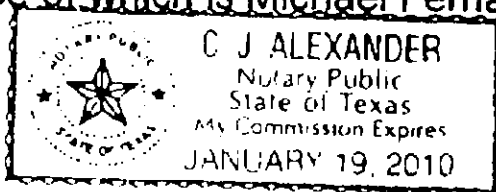
This lien claim for the amount shown above is upon the land and the improvements described above, and against any bond or other evidence of surety or collateral for same.

Notice of the claim was sent to the Owner on July 14, 2008 by certified mail, return receipt requested.

WALL PARTITIONS, INC. d/b/a
BLANCO WALL PARTITIONS

By: [Signature]
Name: WILLIAM T. PECKHAM
Title: Agent and Attorney

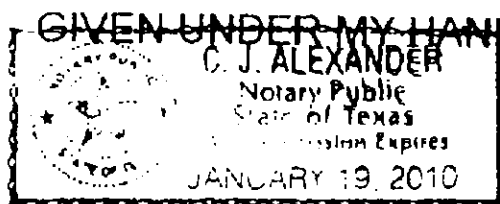
SUBSCRIBED AND SWORN TO BEFORE ME this 14th day of July, 2008, to certify which witness my hand and official seal by William T. Peckham on information and belief, the source of which is Michael Fernandez.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM T. PECKHAM, 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 and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of July, 2008.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Return to, and for Information re: this Lien, contact:

WILLIAM T. PECKHAM
Attorney At Law
1104 Nueces St., Suite 104
Austin, Texas 78701-2106
(512) 472-8126
(512) 478-1790 (fax)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2008 JUL 15 02:04 PM 2008119413

BARTHOD \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

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[last update: 05/08/98]



AF CLAIM 2008124198

2 PGS

STATE OF TEXAS §
COUNTY OF TRAVIS §

LIEN AFFIDAVIT AND CLAIM

BEFORE ME, the undersigned authority, personally appeared **David Nelson**, who, after being duly sworn, deposed and stated on his oath the following:

1. My name is **David Nelson** and I am a resident of Travis County, Texas. I am over 18 years of age and am competent and authorized to make this affidavit. I have personal knowledge of the facts set forth below, and those facts are true and correct. I am President of **LJCo., Inc. d/b/a Larry Nelson Company** (hereinafter sometimes referred to as "Claimant").

2. Claimant's mailing address is **3401 South Lamar Blvd., Suite B, Austin, TX 78704** and Claimant's physical address is **3401 South Lamar Blvd., Suite B, Austin, TX 78704**.

3. Claimant performed labor and furnished materials for the construction of improvements to the real property described herein pursuant to a contract by and between Claimant, acting as an original contractor, and **Melwood Alliance, L.L.C.**, who is the owner or reputed owner of the real property described herein and whose last known address is **4201 South Congress Avenue, Suite 201, Austin TX 78745**.

4. The labor, materials and other work furnished by Claimant are described as all labor, materials and supervision for the construction of two office buildings and general site improvements—including without limitation, site clearing, site grading, site utilities, paving, landscaping, foundation work, carpentry, masonry, roofing, finishes, plumbing, mechanical work and electrical work, all of which is more fully described in the construction drawings and specifications for the project.

5. The real property sought to be charged with a lien by Claimant is described as follows:

UNIT 1-A WESCO CONDOMINIUMS, a condominium project in Travis County, Texas, according to the Declaration of Condominium and amendments thereto, recorded under Document No. 2006202364 of the Official Public Records of Travis County, Texas, together with an undivided interest in and to the common elements appurtenant thereto, being a portion of Lot 1, **Wesco Acres**, a subdivision of Travis County, Texas, according to the map or plat of thereof recorded in Volume 81, page 89 of the Plat Records of Travis County, Texas, the common address of which is **8656 Hwy 71 West, Austin, TX 78735**.

6. After allowing all just credits, offsets, and payments, the amount of **\$36,105.30** remains unpaid and is due and owing to Claimant under its contract with **Melwood Alliance, L.L.C.**, and Claimant, claims a lien on said property and

improvements under the provisions of Texas Property Code § 53.001 et seq. to secure payment of said amount.

7. Claimant, also claims a constitutional lien on such property pursuant to the provisions of Article 16, Section 37 of the Texas Constitution.

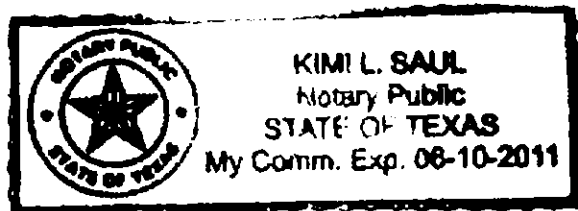
8. One (1) copy of this Affidavit is being sent by Certified Mail, Return Receipt Requested to the owner described above, addressed to the owner's last known address as described above.

LJCo., Inc. d/b/a Larry Nelson Company

By: David Nelson

David Nelson, President

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me by the said David Nelson, President, LJCo., Inc. d/b/a Larry Nelson Company this 22nd day of July, 2008, to certify which witness my hand and seal of office.



Kim L. Saul
Notary Public

In and for the State of Texas

(PERSONALIZED SEAL)

Return:

LJCo, Inc
3401 S. LAMAR BLVD, STE B
AUSTIN TX 78704

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Jul 23 10:27 AM 2008124198

HAYWOODK \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

OWNERSHIP AND LIEN CERTIFICATE

File No. A-080610b

Issued: July 29, 2008

This is to certify that we have searched the records of Travis County in the Office of Heritage Title Company of Austin, Inc., through July 21, 2008 at 8:00 a.m. as to the following described property, to-wit:

LEGAL DESCRIPTION

Unit 1B, Wesco Condominiums, a condominium project in Travis County, Texas, according to the declaration of Condominium and amendments thereto, recorded under Document No. 2006202365, of the Official Public Records of Travis County, Texas, together with an undivided interest in and to the common elements appurtenant thereto.

RECORD TITLE APPEARS TO BE VESTED IN: *Wesco Holdings, LLC, by deed recorded under Document No. 2006202360, Official Public Records of Travis County, Texas.*

LIENS:

(None of Record)

The following information is based on a general search, from July 21, 1998 through July 21, 2008 as to the following person(s) and/or entity(ies):

Wesco Holdings, LLC

(None of Record)

*This certificate is for the use of and shall inure to the benefit of **Holford Group** and is issued in consideration of \$0 paid to **Heritage Title Company of Austin, Inc., (The Company)** by same to whom said sum shall be returned as liquidated damages in the event of any mistake, error and or omissions herein, and by accepting this certificate, same agrees that said sum and no more shall constitute the full measure of damages against **the Company**. None of the information contained herein, or the absence of other information constitutes a representation to any party as to the status of the title to the subject property. If a title defect and/or encumbrance should exist which is not disclosed herein, **the Company** shall not be liable by reason of furnishing this certificate or for any verbal statements related thereto. **The Company** shall not be liable for any title defect unless a title policy is hereafter issued by its insuring against such title defect, and the*

applicable title policy premium paid. The company's liability shall then exist only under the terms of its policy as prescribed by the Department of Insurance and as measured and limited thereby.

HERITAGE TITLE COMPANY OF AUSTIN, INC.



Rosie Albritton


Customer Service/Examiner

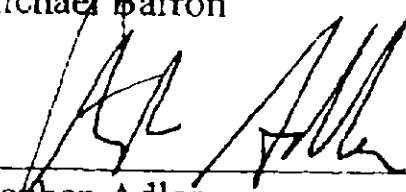
reason of the foregoing warranty to provide a general warranty to Grantee (Wesco Holdings, LLC) and a special warranty to Grantee's successors and assigns.

This conveyance is made by Grantors and accepted by Grantee subject to any and all matters described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions").

The payment of current ad valorem taxes on the Property is assumed by Grantee.

EXECUTED this the 12 day of October, 2006.



Michael Barron


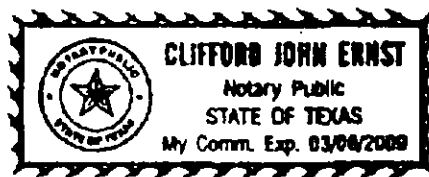
Stephen Adler

Address for Grantee:

808 Nueces Street,
Austin, Travis County, Texas 78701

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

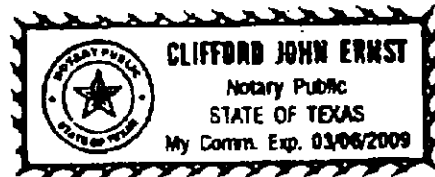
This instrument was acknowledged before me on this 12th day of October, 2006 by Michael Barron.



Clifford John Ernst
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 12th day of October, 2006 by Stephen Adler.



Clifford John Ernst
Notary Public, State of Texas

After recording ~~return to:~~

Cliff Ernst
Graves Dougherty Hearon & Moody
P.O. Box 98
Austin, Texas 78767-0098

Exhibit "A"

Permitted Exceptions

1. Matters reflected on Plat recorded in Volume 81, Page 89, Plat Records, Travis County, Texas.
2. Electric and telephone line easement granted to the City of Austin, by instrument dated September 22, 1982, recorded in Volume 7871, Page 36 of the Deed Records of Travis County, Texas.
3. Driveway easement granted to the City of Austin, by instrument dated January 6, 1997, recorded in Volume 12846, Page 1737 of the Real Property Records of Travis County, Texas.
4. Waterline easement granted to the City of Austin, by instrument dated August 17, 1998, recorded in Volume 13253, Page 220 of the Real Property Records of Travis County, Texas and as corrected under Document No(s). 2004086582 and 2004105804 of the Official Public Records of Travis County, Texas.
5. Wastewater easement granted to the City of Austin, by instrument dated August 17, 1998, recorded in Volume 13253, Page 233 of the Real Property Records of Travis County, Texas and as corrected under Document No(s). 2004086581 and 2004105806 of the Official Public Records of Travis County, Texas.
6. Access easement granted to Harold and Roberta Hudson in Volume 13265, Page 2400 of the Real Property Records of Travis County, Texas.
7. Waterline easement granted to the City of Austin, by instrument dated March 20, 2001, recorded under Document NO. 2001162994 of the Official Public Records of Travis County, Texas and as corrected under Document No(s). 2004086582 and 2004105804 of the Official Public Records of Travis County, Texas.
8. Matters reflected in that certain Reciprocal Access Easement, Restrictive Covenant and Joint Development Agreement dated December 19, 2002 recorded under Document No. 2002248799 of the Official Public Records of Travis County, Texas.
9. Water line easement granted to the City of Austin, by instrument dated August 30, 2002, recorded under Document No. 2002163183 of the Official Public Records of Travis County, Texas and as corrected under Document No(s). 2004086582 and 2004105804 of the Official Public Records of Travis County, Texas.

706542v2 10/9/2006

10. Electric utility easement granted to the City of Austin as described and located by instrument recorded under Document No. 2004105805 of the Official Public Records of Travis County, Texas.
11. The terms, conditions and stipulations (and any rights of first refusal and/or option to purchase to the extent same affects the subject property) of lease, as evidenced by Volume 12702, Page(s) 123 of the Real Property Records of Travis County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Oct 18 08:26 AM 2006202360

GUERREROR \$32.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

OWNERSHIP AND LIEN CERTIFICATE

File No. A-080610c
Issued: July 29, 2008

*This is to certify that we have searched the records of Travis County in the **Office of Heritage Title Company of Austin, Inc.**, through **July 21, 2008 at 8:00 a.m.** as to the following described property, to-wit:*

LEGAL DESCRIPTION

5.829 acres, more or less, out of Lot 1, Wesco Acres, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 81, Page 89, of the Plat Records of Travis County, Texas and being more particularly described by metes and bounds as shown on Exhibit A attached hereto.

Note: The Company does not represent that the above acreage or square footage calculations are correct.

RECORD TITLE APPEARS TO BE VESTED IN: *Travis County, Texas, by deed recorded under Document No. 2002249524, Official Public Records of Travis County, Texas.*

LIENS:

(None of Record)

*The following information is based on a general search, from **July 21, 1998** through **July 21, 2008** as to the following person(s) and/or entity(ies):*

Travis County

(None of Record)

*This certificate is for the use of and shall inure to the benefit of **Holford Group** and is issued in consideration of \$0 paid to **Heritage Title Company of Austin, Inc.**, (The Company) by same to whom said sum shall be returned as liquidated damages in the event of any mistake, error and or omissions herein, and by accepting this certificate, same agrees that said sum and no more shall constitute the full measure of damages against **the Company**. None of the information contained herein, or the absence of other information constitutes a representation to any party as to the status of the title to the subject property. If a title defect and/or encumbrance should exist which is not disclosed herein, **the Company** shall not be liable by reason of furnishing this certificate or for any*

verbal statements related thereto. **The Company** shall not be liable for any title defect unless a title policy is hereafter issued by its *insuring* against such title defect, and the applicable title policy premium paid. The company's liability shall then exist only under the terms of its policy as prescribed by the Department of Insurance and as measured and limited thereby.

HERITAGE TITLE COMPANY OF AUSTIN, INC.

A handwritten signature in cursive script, appearing to read 'R. Albritton', written over a horizontal line.

Rosie Albritton
Customer Service/Examiner

Exhibit A
Page 1 of 2

West 5 Acres
Lot 1, Wesco Acres
5.829 Acres

DESCRIPTION OF A 5.829 ACRE TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 5.829 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a P.K. Nail set in the south line of said Lot No. 1, same being in the north line of State Highway No. 71, and from said point, for reference, a concrete highway monument found bears, South 59°28'12" East 38.21 feet;

THENCE, from said POINT OF BEGINNING, and with the south line of said Lot No. 1, same being the north line of said State Highway No 71, N 59°28'12" W 67.56 feet to a ½ inch iron rod set at the beginning of a non-tangent curve to the left, same being a south east corner in that certain tract of land described as 5.00 acres in a deed to the City of Austin, of record in Volume 12846, Page 1731, deed records of Travis County, Texas;

THENCE, crossing said Lot No. 1, with the southwesterly lines of the herein described tract, same being the northeasterly lines of said City of Austin Tract, the following four (4) course:

- 1) with said curve, concave northerly whose chord is N 75°25'58" E 28.37 feet having a radius of 20.00 feet, through a central angle of 90°28'09" an arc distance of 31.55 feet to a ½ inch iron rod set at the end of said curve,
- 2) N 30°11'54" E 271.90 feet to a calculated point;
- 3) N 59°29'15" W 293.23 feet to a ½ inch iron rod set;
- 4) N 13°40'47" W 414.14 feet to a ½ inch iron rod found for a southwest corner of the herein described tract, same being the most northerly corner of said City of Austin tract, same also being in the east line of a tract of land, described in a deed to Austin Lacquer Co. of record in Volume 10482, Page 893 of the deed records of Travis County, Texas;

THENCE, with the west line of the herein described tract, same being the east line of said Austin Lacquer Co. tract, N 31°39'06" E 251.41 feet to a hole punch in a rock, found for the northwest corner of the herein described tract, same being a northeast corner of said Austin Lacquer Co. tract, same also being in the southerly line of a tract of land described as Mountain Shadows, a subdivision of record in Plat Book 25, Page 2 Plat records of Travis County, Texas;


Exhibit A
Page 2 of 2

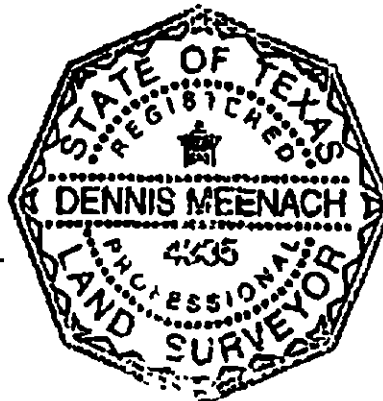
Page 2 of 2

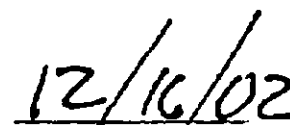
THENCE, with the northerly line of the herein described tract, same being a portion of the southerly line of said Mountain Shadows, S 59°50'07" E 99.23 feet to a ½ iron rod set;

THENCE, crossing said Lot No. 1, with the northeasterly lines of the herein described tract, the following twenty (20) courses:

- 1) S 30°21'55" W 86.33 feet;
- 2) S 59°38'05" E 45.00 feet;
- 3) N 30°21'55" E 18.50 feet;
- 4) S 59°38'05" E 112.92 feet;
- 5) S 30°21'55" W 18.50 feet;
- 6) S 59°38'05" E 171.76 feet;
- 7) S 30°21'55" W 43.94 feet to the beginning of a curve to the left;
- 8) with said curve, concave easterly whose chord is S 13°35'49" W 5.19 feet having a radius of 9.00 feet, an arc distance of 5.27 feet through a central angle of 33°32'12" to the end of said curve;
- 9) S 3°10'17" E 92.85 feet to the beginning of a curve to the left;
- 10) with said curve, concave northeasterly, whose chord is S 31°24'11" E 8.51 feet having a radius of 9.00 feet, an arc distance of 8.87 feet, through a central angle of 56°27'48", to the end of said curve;
- 11) S 59°38'05" E 126.55 feet;
- 12) S 34°16'12" E 28.03 feet to the beginning of a non-tangent curve to the left;
- 13) with said curve, concave southeasterly, whose chord is S 41°21'58" W 104.94 feet, having a radius of 113.00 feet, through a central angle of 55°19'56", having an arc distance of 109.13 feet;
- 14) S 13°42'00" W 42.99 feet;
- 15) N 76°18'00" W 4.50 feet;
- 16) S 13°42'00" W 71.84 feet to the beginning of a curve to the right, concave northwesterly whose chord is S 44°42'38" W 85.01 feet, having a radius of 82.50 feet, a central angle of 62°01'16", having an arc distance of 89.30 feet;
- 17) S 75°43'17" W 0.64 feet;
- 18) S 14°16'43" E 30.00 feet to the beginning of a curve to the left;
- 19) with said curve, concave southeasterly whose chord is S 52°58'33" W 67.67 feet, the radius of which is 87.50 feet, having a central angle of 45°29'44", said curve having an arc length of 69.48 feet;
- 20) S 30°13'41" W 232.67 feet to the POINT OF BEGINNING and containing 5.829 acres within these metes and bounds.


Dennis Meenach, R.P.L.S. No. 4335




Date

11-GF# 004565 BKH
 RETURN TO HERITAGE TITLE
 98 SAN JACINTO BLVD., STE. 400
 AUSTIN, TEXAS 78701

TRV 2002249524
 6 pgs

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF TRAVIS §

THAT Michael Barron and Stephen Adler, whose address is 808 Nueces Street, Austin, Texas 78701 (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) and other good and valuable consideration to it in hand paid by **TRAVIS COUNTY, TEXAS**, a Texas county (hereinafter referred to as "Grantee"), whose mailing address is Travis County Administration Building, 314 W 11th Street, Room 520, Austin, Texas 78767, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Travis County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all appurtenances thereto and improvements located thereon (hereinafter referred to as the "Property")

This conveyance is made subject and subordinate to those encumbrances and exceptions set forth on Exhibit B attached hereto and made a part hereof for all purposes and all other matters of record affecting the Property to the extent same are valid and pertain to the Property (collectively, the "Permitted Exceptions")

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part by, through or under Grantor but not otherwise

By acceptance of this Special Warranty Deed, Grantee assumes payment of all real property taxes on the Property for the year 2002 and subsequent years

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of 19 December, 2002

GRANTORS:

Michael Barron

Michael Barron

Stephen Adler

Stephen Adler

STATE OF TEXAS

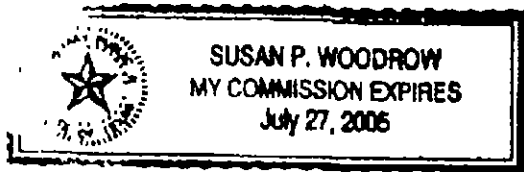
§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this 19 day of December, 2002 by Michael Barron



Susan P. Woodrow
Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this 19 day of December, 2002 by Stephen Adler



Susan P. Woodrow
Notary Public, State of Texas

Exhibit A
Page 1 of 2

West 5 Acres
Lot 1, Wesco Acres
5.829 Acres

DESCRIPTION OF A 5.829 ACRE TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS LOT NO. 1, WESCO ACRES, A SUBDIVISION OF RECORD IN PLAT BOOK 81, PAGE 89, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 5.829 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a P.K. Nail set in the south line of said Lot No. 1, same being in the north line of State Highway No. 71, and from said point, for reference, a concrete highway monument found bears, South 59°28'12" East 38.21 feet;

THENCE, from said POINT OF BEGINNING, and with the south line of said Lot No. 1, same being the north line of said State Highway No 71, N 59°28'12" W 67.56 feet to a ½ inch iron rod set at the beginning of a non-tangent curve to the left, same being a south east corner in that certain tract of land described as 5.00 acres in a deed to the City of Austin, of record in Volume 12846, Page 1731, deed records of Travis County, Texas;

THENCE, crossing said Lot No. 1, with the southwesterly lines of the herein described tract, same being the northeasterly lines of said City of Austin Tract, the following four (4) course:

- 1) with said curve, concave northerly whose chord is N 75°25'58" E 28.37 feet having a radius of 20.00 feet, through a central angle of 90°28'09" an arc distance of 31.55 feet to a ½ inch iron rod set at the end of said curve,
- 2) N 30°11'54" E 271.90 feet to a calculated point;
- 3) N 59°29'15" W 293.23 feet to a ½ inch iron rod set;
- 4) N 13°40'47" W 414.14 feet to a ½ inch iron rod found for a southwest corner of the herein described tract, same being the most northerly corner of said City of Austin tract, same also being in the east line of a tract of land, described in a deed to Austin Lacquer Co. of record in Volume 10482, Page 893 of the deed records of Travis County, Texas;

THENCE, with the west line of the herein described tract, same being the east line of said Austin Lacquer Co. tract, N 31°39'06" E 251.41 feet to a hole punch in a rock, found for the northwest corner of the herein described tract, same being a northeast corner of said Austin Lacquer Co. tract, same also being in the southerly line of a tract of land described as Mountain Shadows, a subdivision of record in Plat Book 25, Page 2 Plat records of Travis County, Texas;

Exhibit A
Page 2 of 2

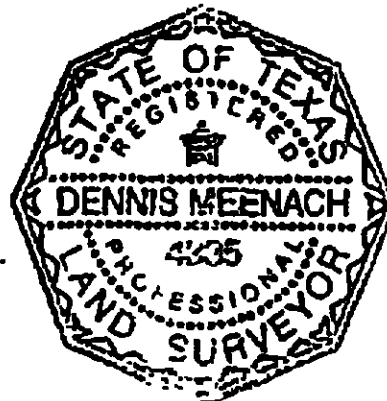
Page 2 of 2

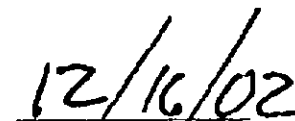
THENCE, with the northerly line of the herein described tract, same being a portion of the southerly line of said Mountain Shadows, S 59°50'07" E 99.23 feet to a ½ iron rod set;

THENCE, crossing said Lot No. 1, with the northeasterly lines of the herein described tract, the following twenty (20) courses:

- 1) S 30°21'55" W 86.33 feet;
- 2) S 59°38'05" E 45.00 feet;
- 3) N 30°21'55" E 18.50 feet;
- 4) S 59°38'05" E 112.92 feet;
- 5) S 30°21'55" W 18.50 feet;
- 6) S 59°38'05" E 171.76 feet;
- 7) S 30°21'55" W 43.94 feet to the beginning of a curve to the left;
- 8) with said curve, concave easterly whose chord is S 13°35'49" W 5.19 feet having a radius of 9.00 feet, an arc distance of 5.27 feet through a central angle of 33°32'12" to the end of said curve;
- 9) S 3°10'17" E 92.85 feet to the beginning of a curve to the left;
- 10) with said curve, concave northeasterly, whose chord is S 31°24'11" E 8.51 feet having a radius of 9.00 feet, an arc distance of 8.87 feet, through a central angle of 56°27'48", to the end of said curve;
- 11) S 59°38'05" E 126.55 feet;
- 12) S 34°16'12" E 28.03 feet to the beginning of a non-tangent curve to the left;
- 13) with said curve, concave southeasterly, whose chord is S 41°21'58" W 104.94 feet, having a radius of 113.00 feet, through a central angle of 55°19'56", having an arc distance of 109.13 feet;
- 14) S 13°42'00" W 42.99 feet;
- 15) N 76°18'00" W 4.50 feet;
- 16) S 13°42'00" W 71.84 feet to the beginning of a curve to the right, concave northwesterly whose chord is S 44°42'38" W 85.01 feet, having a radius of 82.50 feet, a central angle of 62°01'16", having an arc distance of 89.30 feet;
- 17) S 75°43'17" W 0.64 feet;
- 18) S 14°16'43" E 30.00 feet to the beginning of a curve to the left;
- 19) with said curve, concave southeasterly whose chord is S 52°58'33" W 67.67 feet, the radius of which is 87.50 feet, having a central angle of 45°29'44", said curve having an arc length of 69.48 feet;
- 20) S 30°13'41" W 232.67 feet to the POINT OF BEGINNING and containing 5.829 acres within these metes and bounds.


Dennis Meenach, R.P.L.S. No. 4335




Date

PERMITTED EXCEPTIONS
EXHIBIT "B"

1. **Volume 81, Page 89 of the Plat Records, Volume 10826, Page 1668 of the Real Property Records and Document No. 2002248799 of the Official Public Records, all of Travis County, Texas.**
2. **Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.**
3. **Standby fees, taxes and assessments by any taxing authority for the year 2002, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.**
4. **Building setback line 25 feet in width along the front property line(s), as shown on the Plat(s) recorded in Volume 81, Page(s) 89 of the Plat Records of Travis County, Texas.**
5. **Electric and telephone line easement granted to the City of Austin, by instrument dated September 22, 1982, recorded in Volume 7871, Page 36 of the Deed Records of Travis County, Texas.**
6. **Driveway easement granted to the City of Austin, by instrument dated January 6, 1997, recorded in Volume 12846, Page 1737 of the Real Property Records of Travis County, Texas.**
7. **Waterline easement granted to the City of Austin, by instrument dated August 17, 1998, recorded in Volume 13253, Page 220 of the Real Property Records of Travis County, Texas.**
8. **Wastewater easement granted to the City of Austin, by instrument dated August 17, 1998, recorded in Volume 13253, Page 233 of the Real Property Records of Travis County, Texas.**
9. **Access easement granted to Harold and Roberta Hudson recorded in Volume 13265, Page 2400 of the Real Property Records of Travis County, Texas.**
10. **Waterline easement granted to the City of Austin, by instrument dated March 20, 2001, recorded under Document No. 2001162994 of the Official Public Records of Travis County, Texas.**
11. **Terms, conditions and stipulations of that certain Lease by and between Reagan National Advertising of Austin, Inc. as Lessee and Michael M. Barron as Lessor as evidenced by Deed of Trust recorded in Volume 12702, Page 123 of the Real Property Records of Travis County, Texas.**

12. Upon receipt of an acceptable Affidavit from the Seller(s), the following will be deleted as an exception:

"Any and all leases, recorded or unrecorded, with rights of tenants in possession."

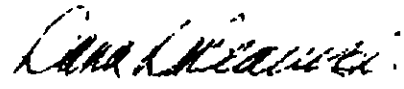
13. INTENTIONALLY DELETED

14. INTENTIONALLY DELETED

15. The terms, conditions and stipulations set out in that certain Reciprocal Access Easement, Restrictive Covenant and Joint Development Agreement dated 12/20/02 recorded under Document No. 2002248799 of the Official Public Records of Travis County, Texas.

16. Water line easement granted to the City of Austin, by instrument dated August 30, 2002, recorded under Document No. 2002163183 of the Official Public Records of Travis County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



12-26-2002 04 12 PM 2002249524
EVANSK \$19 00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Travis County Commissioners Court Agenda Request

RECEIVED

COUNTY CLERK'S OFFICE

08 DEC 17 AM 9:20

Voting Session December 23, 2008
(Date)

Work Session _____
(Date)

I. Request:

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

Requested text:

Consider and take appropriate action on agreements and policies for the administration of the 457 Deferred Compensation Program:

- A. Approve Adoption Agreement Great-West Retirement Services Section 457 (b) Eligible Deferred Compensation Plan for Governmental Employers
- B. Approve Travis County, Texas 457 (b) Plan Loan Administration Policy
- C. Approve Agreement for Recordkeeping and Communication Services with Great-West Life and Annuity Insurance Company and the following authorizations:
 - a. Plan Center Authorization Form
 - b. Signature Authorization
- D. Approve Section 457 Custodial Account Agreement with Wells Fargo Bank, National Association
- E. Approve Participation Agreement for Putnam Fiduciary Trust Company Investment Funds for Pension and Profit Sharing Trusts
- F. Approve Agreements between Barclays Global Investors, N.A. and Travis County, Texas 457(b) Deferred Compensation Plan
 - a. Investment Management and Custody Agreement
 - b. Guideline and Fee Agreement
- G. Approve Plan Sponsor Agreement and New Account Form with TD Ameritrade Self-Directed Brokerage Account including Client Agreement

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
Rodney Rhoades	854-9106

Alicia Perez
Executive Manager
512-854-9343




314 W. 11th Street, Room 535
Austin, Texas 78701
fax # 512-854-9542

Administrative Operations

MEMORANDUM

To: Commissioners Court

From: Deferred Compensation Committee 

Date: December 17, 2008

Subj: **Administration of the 457 Deferred Compensation Program**

Consider and take appropriate action on agreements and policies for the administration of the 457 Deferred Compensation Program:

- A. Approve Adoption Agreement Great-West Retirement Services Section 457 (b) Eligible Deferred Compensation Plan for Governmental Employers
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 - a. Investment Management and Custody Agreement
 - b. Guideline and Fee Agreement
- G. Approve Plan Sponsor Agreement and New Account Form with TD Ameritrade Self-Directed Brokerage Account including Client Agreement

Summary and Staff Recommendations

In August, 2008 the Commissioners Court directed staff to develop a transition plan for the administration of the County Employees 457 Deferred Compensation Plan. In order to transition the plan from Nationwide Retirement Solutions to Great-West Retirement Services, there are a number of agreements and policies that require consideration and approval by the Commissioners Court. Currently, the documents for the plan indicate that Travis County is both the Plan Sponsor and the Plan Administrator. These positions make Travis County responsible for all aspects of the plan. These designations are maintained under the new documents.

In the past, despite placing the responsibility for the decisions made on Travis County in the documentation, a number of decisions related to the Plan were made by Nationwide. This is not the approach that is used by Great-West. In fact, **this transition is more like setting up a new plan than merely moving from one administrator to another because Travis County is now able to select from all legally available options.**

The 457 Deferred Compensation Program is a privilege under that Internal Revenue Code that allows employees to defer current income taxes on salary deferrals to a governmental 457 (b) deferred compensation plan. BUT to get this privilege the IRS regulations must be complied with to the letter. These regulations require a written plan document, a trust or authorized trust equivalent to act as custodian of the assets and compliance with specific limitations on special features that may be included in the plan. These regulations have changed several times and continue to change. The consequence of non compliance is that the money that employees have deferred becomes taxable in the year when a plan is disallowed by the IRS for non-compliance.

Over the last year the Deferred Compensation Committee has been working with Nationwide Retirement Solutions, Great West and our consultant Al DiCristofaro to determine the details of the transition. In addition to the agreements and policies included in this agenda item, a schedule of employee meetings and a transition bulletin are included for the Court's review.

The Deferred Compensation Oversight Committee recommends the approval of agreements before the Commissioners Court and proceeding with the transition plan.

Background

Method of Safeguarding Participant Funds

The first decision to be considered is the way that the funds deferred by participants will be safeguarded. This decision will then be incorporated in the Plan Document and implemented by the agreements approved. There are three choices allowed by the IRS regulations:

- enter into an annuity contract which is an insurance product.
- create a trust
- enter into a custodial account agreement with a bank or non-bank approved by the IRS

Annuity Contract -Under Nationwide's administration, the employee salary deferrals were deposited in an annuity contract. The largest potential disadvantage to this choice is that the contract terms are determined by the insurance company that issues it. It is possible for the insurance company to change the terms without the consent of the county.

Creating a Trust -The primary advantage of creating a trust is that it allows the county the greatest flexibility in the administration of the deferred compensation plan. The county could either contract for the services necessary to administer the plan or perform any or all of them internally. Currently the Travis County Plan is not large enough to warrant performing all of the services internally and Travis County may not have the expertise to perform them.

Creating a Custodial Account - The third option is to enter into a custodial account agreement with a bank or a non-bank approved by the IRS. The advantage of this option is that the terms of the agreement can be negotiated between the custodian and the Commissioners Court and cannot be changed without the approval of the Commissioners Court. If the county plan grows large enough to provide services internally, then the county can reconsider this choice.

The method chosen to safeguard the funds of the participants is incorporated in the plan document and determines the documents that must be approved by the Commissioners Court.

Because of the current size of the Travis County Plan, the most economical and efficient way to safeguard the assets for Travis County employees is to enter into a custodial agreement. The Deferred Compensation Oversight Committee recommends using the custodial account option in the plan document for transferred funds and an annuity as long as funds remain at Nationwide.

A. Plan Document

The IRS requires that each deferred compensation plan have a written plan document that complies with its regulations. These change from time to time. Again the county has three choices about how to comply with this requirement:

- use the current plan document that was prepared by Nationwide to administer its program through NACo
- create and adopt a custom plan document for the county
- adopt the form plan document available from Great-West without any change using the Adoption Agreement that states the options within that Plan that have been implemented by Travis County

The advantages and disadvantages of each of these options are stated in the chart below:

Nationwide Plan Document	Great-West Form Document	Custom Plan Document
<u>Advantages:</u> <ul style="list-style-type: none"> • Already prepared 	<u>Advantages:</u> <ul style="list-style-type: none"> • Conforms to Travis County preferences through choices made in the Adoption Agreement • Updated by Great-West whenever there are changes in the law, regulations 	<u>Advantages:</u> <ul style="list-style-type: none"> • Allows county to have simple easy to read plan document that conforms to Travis County choices
<u>Disadvantages:</u> <ul style="list-style-type: none"> • Does not conform to current Travis County preferences • Not updated by Great-West when there are changes in the law 	<u>Disadvantages:</u> <ul style="list-style-type: none"> • Sometimes confusing because it includes provisions that are excluded through the Adoption Agreement as not applicable to Travis County 	<u>Disadvantages:</u> <ul style="list-style-type: none"> • Time and resources needed to draft plan document • Not Updated by Great-West when there are changes in the law

Based on the advantages and disadvantages of each type of plan document, the choice that minimizes the risk of non-compliance with the law and regulations is using the Great-West form document, the Deferred Compensation Oversight Committee recommends approval of Item A.

If the Great-West Form Plan Document is selected, the following choices that differ from the current plan document have been incorporated into it:

- The trust requirement for transferred assets and new deferrals is met by a Custodial Account Agreement with Wells Fargo Bank, National Association. The trust requirement for assets remaining in the Nationwide Fixed account is met through an annuity.
- The plan will require participants who no longer work for the county to move their funds out of the program if their account balances are \$1,000 or less.
- Participants who still work for the county but have not made any contributions in two or more years and have account balances of \$1,000 or less may withdraw all of their funds from the program if desired.

B. Loan Administration Policy

The Travis County Texas Deferred Compensation Plan currently includes a loan program that allows Participants to borrow from the assets in their account in compliance with the requirement of the IRS Code. Except for the lower fees charged by Great-West to administer the loan program, this loan administration policy proposed has the same provisions as those adopted by the Commissioners Court for inclusion in the Nationwide Plan Document.

With the choice of the Great-West Form Plan, approval of Travis County, Texas 457 (b) Plan Loan Administration Policy is needed.

Having this policy separate from the Plan Document provides a simple easy to read policy that can be provided to Participants and allows Travis County to have a custom loan administration policy.

The Deferred Compensation Oversight Committee recommends the approval of Travis County, Texas 457 (b) Plan Loan Administrative Policy, Item B.

C. Agreement for Recordkeeping and Communication Services

This agreement is with Great-West Life and Annuity Insurance Company. Great-West will provide

- recordkeeping services that include recording deferrals and transfers, valuation of account balances, providing quarterly statements and reports, administering withdrawals for hardships and qualified domestic relations orders, and loans administration,
- communication services that include customized presentation materials, individual counseling sessions and retirement planning education.

Participants have access to their accounts 24/7 through the internet and a voice response system. During regular business hours, participants also have the options to contact local representatives and/or Great-West's national telephone service center.

In addition, Travis County must indicate which County staff are authorized to make day to day decisions necessary to facilitate administration of the plan by completing the Plan Center Authorization Form and the Signature Authorization.

Great-West also assists Travis County in coordinating the various aspects of the plan administration. It has assisted in arranging for not only a bank to act as Custodian of the assets, but also arranging for all agreements with the companies managing the various investments approved by Travis County, and a brokerage company to provide access to self directed brokerage services for participants wanting to select their own investments. The brokerage services of GWFS Equities, Inc., a Great-West Company and affiliate of First Great-West Life & Annuity Insurance Company and FASCore, LLC, are used to purchase the investments selected by the participants.

The Deferred Compensation Oversight Committee recommends the approval of Agreement for Recordkeeping and Communication Services with Great West Life and Annuity Insurance Company and that the County Judge be authorized to sign the Plan Center Authorization Form and Signature Authorization with the authorized individuals named, Item C.

D. Section 457 Custodial Account Agreement with Wells Fargo Bank, National Association

Great-West usually works with Wells Fargo Bank to provide custodial services for the assets of its deferred compensation clients. The services provided by the bank are included in the fees payable to Great-West under the recordkeeping agreement. As Plan Sponsor and Administrator, Travis County is responsible for giving direction to the bank about the assets as needed. The agreement establishes the custodian account in compliance with the Internal Revenue Code, and authorizes the bank to rely on direction given by Great-West as the County's record keeper. It authorizes Wells Fargo Bank to invest the assets of the account in the investments included in the plan by Travis County as directed by the participants, transfer assets as directed by participants, pay taxes levied against the custodial account and hold uninvested funds as reasonably necessary. The bank must provide periodic statements of account to Travis County.

The agreement requires Travis County to report withholding of any federal, state or local taxes that may be required to be withheld, determine whether the plan and investments comply with state law, and provide Wells Fargo Bank with a list of persons who are authorized to transmit instructions to it.

The Deferred Compensation Oversight Committee recommends approval of the Section 457 Custodial Account Agreement with Wells Fargo Bank, National Association, Item D.

E & F. Establishment of Trusts for Participation in Some Investments

For participants to purchase three of the investments offered in the plan's menu of investments, Travis County must be a participant in the trust that manages the investments. These are the Putnam Stable Value Fund and the BGI Russell 2000 Index Fund (small cap index) and the BGI Midcap Index Fund managed by Barclays Global Investors, N. A.

The Participation Agreement for Putnam Fiduciary Trust Company Investment Funds for Pension and Profit Sharing Trusts sets out the terms of the trust that manages the Stable Value Fund.

There are two agreements with Barclays Global Investors that manages the Small and Mid Cap Index Funds. One addresses the Investment Management and Custody of the fund, the other addresses the Guidelines and Fees associated with the fund.

The Deferred Compensation Oversight Committee recommends approval of Participation Agreement for Putnam Fiduciary Trust Company Investment Funds for Pension and Profit Sharing Trusts, and the Investment Management and Custody and Guideline and Fee Agreements with Barclays Global Investors Items E & F.

G. Establishment of Self Directed Brokerage Account

Travis County has approved the use of a self directed brokerage option within the Deferred Compensation Plan. This allows participants who would like to invest in a mutual fund not included in the fund menu to do so.

Great-West has an interface with TD Ameritrade that can implement this option. To participate in it, Travis County must set up a plan account through which the participants can invest. To do this, Travis County must approve the Plan Sponsor Agreement and New Account Form with TD Ameritrade which incorporates the Client Agreement.

In addition, any participant who wants to use the Self-Directed Brokerage Account option must also enter into the Client Agreement with TD Ameritrade. TD Ameritrade also provides extensive materials about the self directed option as educational material for participants. If any member of the court would like to see these materials, they can be provided upon request.

The Deferred Compensation Oversight Committee recommends approval of Plan Sponsor Agreement and New Account Form with TD Ameritrade which incorporates the Client Agreement and Letter of Instruction, Item G.



Changing Times

Helping you grow into retirement

**TRAVIS
COUNTY**

IMPORTANT NEWS ABOUT THE TRAVIS COUNTY, TEXAS 457(B) DEFERRED COMPENSATION PLAN TRANSITION TO GREAT-WEST RETIREMENT SERVICES®

Dear Plan Participant:

We are pleased to announce that effective January 30, 2009, Great-West Retirement Services® (Great-West) will replace Nationwide Retirement Solutions (Nationwide) as the third-party administrator for the Travis County, Texas 457(b) Deferred Compensation Plan (Plan). At Travis County, we are committed to our employees. By selecting a new service provider, we now have the opportunity to offer you new investment choices and enhanced retirement Plan services.

This change can benefit you in many ways:

- Saving and investing will be simplified through easy-to-use tools and financial calculators accessible via an interactive Plan Web site.
- Flexible account management tools will be available 24/7, through both the Web site and an automated voice response system, KeyTalk®.¹
- A new menu of investment options provides you an opportunity to create a diversified portfolio.
- The option to invest outside of the existing Plan lineup using a self-directed brokerage account gives you even more choices.

To learn more, see page 3 and plan to attend one of the upcoming informational meetings listed on page 4.

The work necessary on your part to complete the transition will be minimal. You can make changes to your account choices between now and January 22, 2009, at 3:00 p.m. CT before the transition occurs. You will also be requested

to designate your beneficiary in the next few months. You can complete a beneficiary form at one of the informational meetings or later using your online account access.

There will be a period during the transition when you will not have the ability to change the investment selections in your account. Recordkeeping will be moved from Nationwide to Great-West, where it will be processed and verified. This period, called a "quiet period," will occur from 3:00 p.m. CT on January 22, 2009, until February 6, 2009. During the quiet period, your funds will remain invested and will continue to gain and/or lose value depending on market conditions. See "Important Notice Concerning Your Rights Under the Plan" on page 4 for more detailed information.

Please be aware that if you have funds in the Nationwide Fixed Account going into the quiet period, this money will be transferred to the Putnam Stable Value Fund over a five-year period in 60 monthly installments. Eligible benefit payment requests from the Nationwide Fixed Account will be honored during this five-year period.

Travis County is committed to making this transition as simple and seamless as possible and anticipates that you'll be pleased with the resulting improvements in your Plan.

Sincerely,

Travis County Commissioners Court

¹ Access to KeyTalk and the Web site may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance or other reasons. Transfer requests made via the Web site or KeyTalk received on business days prior to close of the New York Stock Exchange (3:00 p.m. CT or earlier on some holidays or other special circumstances) will be initiated at the close of business the same day the request was received. The actual effective date of your transaction may vary depending on the investment option selected. Nationwide and Great-West Retirement Services are separate and unaffiliated.

IN THIS BULLETIN:

Enhanced Plan Features

*Your Plans'
Investment Options*

*Important Dates
to Remember*

*Convenient Account
Management Services*

FUND MAPPING

Fund mapping is the process of mapping a current asset or fund to a proposed fund with similar characteristics. With the help of an independent consultant, we have selected new investment options for the Plan, as shown in the table below. Through the mapping process, current balances and future contributions will be moved to the investment options that most closely match your current fund elections. Please keep in mind:

- As of 3:00 p.m. CT on January 22, 2009², your existing investment choices cannot be changed until February 6, 2009. New contributions to your account on January 30, 2009, will be allocated based on the asset type you have chosen under the Nationwide administration of the Plan using the mapping below.
- Mapping requires a quiet period when you will not be able to make changes to your investment choices. This period will run from 3:00 p.m. CT on January 22, 2009, through February 6, 2009.
- As of January 30, 2009, your current investments will be moved to the new investments that most closely match your existing fund choices based on the asset type you have chosen.

Please consider the investment objectives, risks, fees and expenses carefully before investing. For this and other important information, you may obtain prospectuses for mutual funds and/or disclosure documents from your registered representative. For prospectuses related to investments in the Self-Directed Brokerage Account, contact TD AMERITRADE at (866) 766-4015. Read them carefully before investing.

Existing Option	New Option	Ticker	Asset Type
Nationwide Fixed Account	Putnam Stable Value Fund	NA	NA
Nationwide Bond Index CIA	Vanguard Total Bond Market Index ⁹	VBMFX	Intermediate-Term Bond ³
Nationwide S&P 500 Index Svc CI	Vanguard 500 Index Signal ⁹	VIFSX	Large Blend
Nationwide Midcap Market Index CIA	BGI Midcap Index Fund ⁹	NA	Mid-Cap Blend ⁴
Nationwide Smallcap Index CIA	BGI Russell 2000 Index Fund ⁹	NA	Small -Cap ⁵
PIMCO Total Return Fund CIA	PIMCO Total Return Admin	PTRAX	Intermediate-Term Bond ³
American Funds American High Income Trust CI R4	Pioneer High Yield Y	TYHYX	High Yield Bond ⁶
Oppenheimer International Bond A	Oppenheimer International Bond A	OIBAX	World Bond ^{3,7}
Nationwide Investor Destinations Conservative Svc CI	T. Rowe Price Retirement Income Fund	TRRIX	Target-Date 2000-2014
Nationwide Investor Destinations Moderately Conservative Svc CI	T. Rowe Price Retirement 2010 Fund	TRRAX	Target-Date 2000-2014
Nationwide Investor Destinations Moderate Svc CI	T. Rowe Price Retirement 2020 Fund	TRRBX	Target-Date 2015-2029
Nationwide Investor Destinations Moderately Aggressive Svc CI	T. Rowe Price Retirement 2030 Fund	TRRCX	Target-Date 2030+
Nationwide Investor Destinations Aggressive Svc CI	T. Rowe Price Retirement 2040 Fund	TRRDX	Target-Date 2030+
Not Applicable	T. Rowe Price Retirement 2050 Fund	TRRMX	Target-Date 2030+
Van Kampen Growth & Income CIA	Pioneer Cullen Value Y	CVFYX	Large Value
Fidelity Contrafund	Fidelity Contrafund	FCNTX	Large Growth
Goldman Sachs Midcap Value A	Janus Mid Cap Value Investor	JMCVX	Mid-Cap Value ⁴
American Century Vista Investors CI	Munder Mid Cap Core Growth Y	MGOYX	Mid-Cap Growth ⁴
Dreyfus Premier Sm Cap Value CI I	Allianz NFJ Small Cap Value A	PCVAX	Small-Cap Value ⁵
Legg Mason Smallcap Growth CIA	Hartford Small Company R4	IHSSX	Small-Cap Growth ⁵
American Century Real Estate Investors CI	First American Real Estate Sec Y	FARCX	Specialty-Real Estate ¹⁰
Oppenheimer Global CIA	American Funds Capital World G/I R4	RWIEX	World Stock ⁷
Nationwide International Index CIA	American Funds EuroPacific Gr R4	REREX	Foreign Large Blend ⁷
American Funds EuroPacific Gr R4	American Funds EuroPacific Gr R4	REREX	Foreign Large Blend ⁷
Lazard Emerging Markets Open	Lazard Emerging Markets Equity Inst	LZEMX	Diversified Emerging Mkts ⁸

² These dates are subject to change based on the ability of Travis County and Great-West Retirement Services to meet the associated deadlines and the successful transfer of data and assets by Nationwide to Great-West Retirement Services.

³ A bond fund's yield, share price and total return change daily and are based on changes in interest rates, market conditions, economic and political news and the quality and maturity of its investments. In general, bond prices fall when interest rates rise and vice versa.

If you are receiving periodic payments or have life insurance through the Deferred Compensation Plan, you will receive a letter containing more detailed information soon.

Regarding loans from your account, the Plan allows you to borrow the lesser of \$50,000 or 50% of your account balance. Your available loan amount will be calculated using your total account balance, which would include any remaining balance in the Nationwide Fixed Account. You will not be able to withdraw any funds that are held in the Nationwide Fixed Account after January 16, 2009, for loan purposes until they have been transferred to the Putnam Stable Value Fund. For example, if you have \$5,000 held in the Nationwide Fixed Account and \$5,000 in your Great-West account balance, you'd be eligible to borrow \$5,000 from your account balance at Great-West. The minimum loan amount is \$1,000 and you have up to five years to repay your loan. There is also a \$50 origination fee for each loan, plus an ongoing annual fee of \$25.

YOUR IMPROVED SERVICES

What's New?

Beginning approximately February 6, 2009, you can benefit from the following Plan enhancements.

New Investment Options

- A new menu of investment options will be available for you to diversify¹² your portfolio and strive for your investment goals.
- Your current investment options will be mapped to new investment options. See opposite page for your new investment lineup, including mapping information.

Easy Account Management

- You can easily and conveniently manage your account and obtain Plan and investment information through the Plan's Web site at www.gwrs.com and interactive voice response system, KeyTalk, at (800) 701-8255.
- You'll have 24/7 access to your account.¹
- Your Personal Identification Number (PIN) will be mailed to your home address the week of February 2, 2009.¹¹

Web Site—www.gwrs.com

Once the transition is complete and the Plan fully reopens, you can visit the Web site to:

- View your account balance(s), allocations and transaction history
- View your quarterly statements and other documents electronically with Online File Cabinet⁸
- Use financial calculators and tools
- Transfer among funds¹
- Change your contribution amount, future contribution allocations, and beneficiary information
- Manage any outstanding loans
- Order a new PIN or personalize your PIN¹¹

KeyTalk—(800) 701-8255

Once the transition is complete and the Plan fully reopens, you can call KeyTalk to:

- Obtain your account balance(s), allocations and transaction history
- Transfer among funds¹
- Change future contribution allocations
- Change your contribution amount
- Manage any outstanding loans
- Obtain daily unit/share values of your investment options
- Order a new PIN or personalize your PIN¹¹
- Speak to a customer service representative Monday through Friday from 8:00 a.m. to 7:00 p.m. CT

Investment Tools & Advice

If you want to manage your investments yourself, there are excellent tools available on the Web site:

- Financial tools and calculators, such as Paycheck Comparison, DreamTrackerSM and College Planner, can help guide you through retirement planning and savings decisions.

- You can research investment option information, including fund fact sheets and investment performance returns, and view online prospectuses and/or disclosure documents.

Self-Directed Brokerage Account (SDBA) Option

You'll gain access to numerous mutual funds and exchange traded funds not available through the Plan for increased diversification and investing opportunities. The SDBA option is offered by TD AMERITRADE for an additional fee of \$60 per year. All transfers to TD AMERITRADE must be at least \$1,000.00. And you must leave at least \$2,500 in your core investments.

At-a-Glance Account Tracking

You'll receive personalized quarterly statements beginning in April 2009 and then again each July, October, January and April.

- The statement will show your personalized rate of return, a graphical representation of your asset allocation, your contribution amounts and investment performance.
- To receive your statements electronically, sign up for the Online File Cabinet service at www.gwrs.com.

Convenient Services, Education and Support

- You'll have access to representatives dedicated to the Plan at the Austin Service Center, located in the Scarbrough Building at the corner of Sixth Street and Congress Avenue.
- Great-West representatives will conduct financial education seminars to help you understand and take full advantage of retirement savings opportunities.
- Numerous informational materials will be available on topics such as Plan features and benefits, investment fundamentals, asset allocation strategies, and more.

⁴ Medium sized companies may suffer more significant losses as well as realize more substantial growth than larger capitalized, more established issuers

⁵ Equity securities of companies with relatively small market capitalization may be more volatile than securities of larger, more established companies.

⁶ Although they have higher return potential, high yield bonds are also subject to greater risk, including the risk of default, compared to higher-rated securities

⁷ Foreign investments involve special risks, including currency fluctuations and political developments

⁸ Equity securities of companies located in emerging markets involve greater risks than investing in more established markets including currency fluctuations, political developments and share illiquidity.

⁹ An index is not professionally managed, does not have a defined investment objective, and does not incur fees or expenses. Therefore, performance of an index fund will generally be less than its benchmark index. You cannot invest directly in an index.

¹⁰ Specialty funds invest in a limited number of companies and are generally non-diversified. As a result, changes in market value of a single issuer could cause greater volatility than with a more diversified fund.

¹¹ The account owner is responsible for keeping the assigned PIN confidential. Please contact Great-West Retirement Services immediately if you suspect any unauthorized use

¹² Diversification of an investment portfolio does not assure a profit and does not protect against loss in declining markets.

Important Dates and Key Changes

Weeks of January 5 and 12, 2009

GROUP INFORMATIONAL MEETINGS WILL BE HELD:

January 7, 2009	9-11 am	Commissioners Courtroom, 314 W. 11th
January 7, 2009	2-3 pm	Satellite One - 9301 Johnny Morris Rd.
January 7, 2009	2-3 pm	Westside Service Ctr - 4501 FM 620 North
January 8, 2009	7-8 am	Westside Service Ctr - 4501 FM 620 North
January 8, 2009	2-4 pm	N. Rural Comm Ctr, 15822 Foot Hills Trl, Pflugerville
January 9, 2009	9-11 am	HR Training Rm 217, 5501 Airport Blvd
January 9, 2009	2-4 pm	Commissioners Courtroom, 314 W. 11th
January 12, 2009	9-11 am	Commissioners Courtroom, 314 W. 11th
January 12, 2009	2-4 pm	Palm Square, 100 North I.H. 35
January 13, 2009	7-8 am	Satellite One - 9301 Johnny Morris Rd.
January 13, 2009	2-4 pm	HR Training Rm 214, 5501 Airport Blvd
January 14, 2009	7-9 am	Commissioners Courtroom, 314 W. 11th
January 14, 2009	3-5 pm	Elections Training Rm, 5501 Airport Blvd
January 15, 2009	7-8 am	Satellite 4 - 5412 Lockhart Hwy, 183 South
January 15, 2009	2-4 pm	Gardner Betts Juvenile Justice Ctr, 2nd Floor Training Room, 2525 S Congress
January 16, 2009	9-11 am	Commissioners Courtroom, 314 W. 11th
January 16, 2009	1-3 pm	TCCC Del Valle Training Academy, Classroom A, 3614 Bill Price Road, Del Valle

Additional meetings may be scheduled if needed. Meetings will last one to two hours depending on number of attendees and questions asked.

January 22, 2009

This will be the last day to make account changes with Nationwide.

January 22, 2009

IMPORTANT NOTICE CONCERNING YOUR RIGHTS UNDER THE PLAN

As a result of the change to your Plan's recordkeeping service provider, you temporarily will be unable to:

- Make changes to your Plan account
- Review your account online
- Obtain a loan from the Plan
- Obtain a distribution from the Plan

This period, during which you will be unable to exercise these rights otherwise available under the Plan, is called a "quiet period."

The quiet period will begin at 3:00 p.m. CT on January 22, 2009. You will not be able to make changes to your account again until February 6, 2009.

Whether or not you plan to retire in the near future, you are encouraged to carefully consider how the quiet period may affect your retirement planning, as well as your overall financial plan.

During the quiet period, you will be unable to direct or diversify the assets held in your Plan account. For this reason, it is very important that you:

- Review and consider the appropriateness of your current investments in light of your inability to direct or diversify those investments during this period.
- Give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income and investments.

To determine whether the quiet period has started or ended during the transition, you can call (800) 701-8255 or log on to www.gwrs.com.

If you have any questions about this notice, please contact the Great-West Austin Service Center at (512) 457-9240 or Norman McRee, chair of the Travis County Deferred Compensation Plan Oversight Committee, at (512) 854-4821 or Norman.McRee@co.travis.tx.us.

January 30, 2009

Current employees will have their first payroll deduction deferred to the Plan under Great-West's administration. In addition, Great-West will begin recording your account activity.

April 2009

You will receive your final account statement from Nationwide.

Week of February 2, 2009

A letter will be mailed with your new PIN.³ You will need your PIN to access the Plan Web site and KeyTalk.

February 6, 2009

The quiet period will end and the Plan will reopen to participant activity. The Web site and KeyTalk will be fully operational so you can manage your account and personalize your PIN and Username.

April 2009

You will receive your first quarterly account statement from Great-West, reflecting activity from January 30, 2009, through March 31, 2009.

Core securities, when offered, are offered through GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.

Investment options offered through a combination of mutual funds, collective trust funds, a stable fund and a self-directed brokerage option. GWFS Equities, Inc., or one or more of its affiliates, may receive a fee from the investment option provider for providing certain recordkeeping, distribution, and administrative services. Securities available through the Self-Directed Brokerage Account are offered through TD AMERITRADE, Inc. TD AMERITRADE, Division of TD AMERITRADE, Inc., member FINRA/SIPC. TD AMERITRADE and logos are trademarks of TD AMERITRADE, Inc. Used with permission. TD AMERITRADE and Great-West Life & Annuity Insurance Company are separate and unaffiliated companies. Great-West Retirement Services® refers to products and services provided by Great-West Life & Annuity Insurance Company and its subsidiaries and affiliates. KeyTalk®, Online File Cabinet®, DreamTracker™ and Great-West Retirement Services® are service marks of Great-West Life & Annuity Insurance Company. Not intended for use in New York. Representatives of GWFS Equities, Inc. are not registered investment advisers, and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax adviser as needed. Putnam Fund(s) are an affiliate of Great-West Life & Annuity Insurance Company, First Great-West Life & Annuity Insurance Company, White Plains, New York, and their subsidiaries and affiliates.

**B. LOAN ADMINISTRATION
POLICY**

Travis County, Texas 457(b) Plan Loan Administration Policy

Plan: 98734-01

Article I. Eligibility

Section 1.01 Only active employees who participate in the Travis County, Texas 457(b) Plan that allows for participant loans may request a loan. The participant requesting a plan loan must have a minimum vested account balance of \$2,000 to be eligible.

Article II. Cost

Section 2.01 A loan origination fee in the amount of \$50.00 shall be deducted from the loan amount approved.

Section 2.02 If a participant requests their loan check to be sent express delivery, an additional \$25.00 charge will be assessed against the loan check amount.

Section 2.03 An administrative fee of \$25.00 per year/per loan, deducted quarterly at a rate of \$6.25 will be assessed to each participant's account.

Article III. Minimum and maximum loan amounts

Section 3.01 The minimum loan amount that a participant may request is \$1,000.

Section 3.02 The maximum loan amount that a participant may request is \$50,000 or 50% of your total account balance, whichever is less. Funds invested in the Nationwide Fixed Fund are not available for loan purposes, but will be used in the calculation to determine 50% of the total account balance. The \$50,000 maximum loan amount is reduced by the highest loan balance during the past 12 months minus the loan balance on the date a new loan is made.

Section 3.03 If a participant has an outstanding loan through another qualified plan, 403(b) plan or 457 plan maintained by the same employer, the maximum loan amount available must be reduced by the highest outstanding loan balance during the past 12 months. The participant is responsible for ensuring that the aggregated loan amount on all plans sponsored by the same employer is the lesser of \$50,000 or 50% of the vested account balance.

Article IV. Number of loans permitted

Section 4.01 The number of loans a participant may have outstanding at one time is one (1).

Article V. Loan Initiation

Section 5.01 Loans are initiated when the participant applies for a loan via paper application, the Web site or the Voice Response System as allowed by the Plan. The Promissory Note and Loan Check are combined into one document, eliminating the need to return the signed Promissory Note prior to issuing the Loan Check. By endorsing the check, the participant agrees to the terms of the Note and the repayment obligation.

Section 5.02 Plans will be required to accept the Loan Administration Policy prior to loans being made available. The Loan Administration Policy will allow participants to initiate and complete a loan request electronically (unless spousal consent is required). The plan must approve each loan submitted by its participants or without an authorized plan signature upon the Plan Sponsor's completion of a letter of instruction authorizing such the processing.

Article VI. Distribution of loan amount

Section 6.01 Loan distribution amounts will be prorated across all available money types and investment options.

Article VII. Types of loans available

Section 7.01 A General Purpose Loan has a term of one to five (1-5) years. No reason or documentation (other than a signed promissory note) is required when a participant requests a General Purpose Loan.

Article VIII. Interest

Section 8.01 Interest paid on loans is not income tax deductible.

Section 8.02 The interest rate 1% over the Prime Rate published in the Wall Street Journal on the first business day of the month before the loan is originated. The interest rate is fixed for the life of the loan.

Article IX. Payment Requirements

Section 9.01 Scheduled payments must be made by payroll deduction. Loan repayments will be allocated to the participant's account according to current allocation percentages on ISIS.

Section 9.02 Once a new loan has been initiated, the appropriate payroll department will be sent an electronic file to begin loan payments. Loan repayments must begin on time or the loan payments will be in arrears. If loan payments are not caught up in time, the loan may default. Loan default results in adverse tax consequences to the participant.

Section 9.03 Loans are in arrears and delinquent when any payment is missed. A late loan payment notice will be issued after the end of the calendar quarter in which the payment is delinquent. If the loan is not paid up-to-date by the end of the calendar quarter after the calendar quarter in which a payment is first delinquent, the loan will be in default. In that event, the entire outstanding loan balance, consisting of the missed payments, remaining principal and all accrued but unpaid interest, will be reported to the IRS as taxable income on a Form 1099-R for the year in which the loan was deemed distributed. Thereafter, the loan will be considered a deemed distribution. As required by federal tax regulations, a participant's deemed loan will remain in the investment account until a qualifying event occurs, even though income has been reported to the IRS. Loan payments may be made on a defaulted loan. Loan payments will be recognized as after tax cost basis for the purposes of taxation at the time the participant takes a distribution.

Section 9.04 Despite any grace periods permitted with respect to late loan payments, if a loan has not been fully repaid by the end of its term, the outstanding balance will be treated as a "deemed distribution" and will be reported to the IRS as taxable income. Thereafter, no further efforts will be made to collect on the loan.

Section 9.05 If the participant has a loan that defaulted at any time in the past, the participant may not be permitted to take a new loan until the defaulted loan is repaid in full, including accrued interest and fees.

Section 9.06 Participants who leave service prior to the end of the loan term will be required to pay off the loan at severance of employment as provided by the plan. A former participant may avoid treatment of an unpaid loan as a deemed distribution and reporting of income to the IRS by paying the loan balance by the end of the grace period. Non-payment will force a deemed distribution and reporting of taxable income for the year the deemed distribution occurs.

Section 9.07 The participant's outstanding loan balance will be offset upon receiving any type of distribution after severance of employment. As required by

federal tax regulations, a participant's defaulted loan will remain on the books until a qualifying event occurs, even though income has been reported to the IRS.

Section 9.08 All outstanding loan principal and accrued interest shall be treated as a distribution from the plan when the Retirement Service Center is notified of a participant's death. A deceased participant's loan may not be transferred or assumed by the participant's beneficiary(ies). If a participant's loan has not been repaid as of the date of the participant's death, any distributions made from the deceased participant's plan account will be made net of any outstanding loan obligations. The amount of the outstanding loan as of the participant's date of death will be tax reported as a distribution to the participant or to the participant's estate as applicable.

Section 9.09 Partial lump sum loan repayments, are permitted to catch up on a past-due amount or to reduce the principal amount of the loan. If a participant remits a partial payment, the payment will be paid to principal and interest of any payment amount due and any future payment due within 30 days. Thereafter, any additional payment amount will be applied to principal. The scheduled payment amount will not change.

Section 9.10 When a participant takes a leave of absence of not longer than 1 year, either without pay from the employer or at a rate of pay that is less than the amount of the installment payments required under the terms of the loan, the plan should provide leave of absence information for a leave start and stop dates. The loan may be reamortized when the participant returns from leave to pay the loan in full by the maturity date of the loan.

If the participant takes a military leave of absence, the interest rate on the loan may be reduced to 6%, if the interest rate on the loan is greater than 6%, during the leave period not to exceed 5 years. Upon the participant's return from military leave, the term of the loan may be extended by the term of the military leave, not to exceed 5 years, and the loan will be reamortized.

Article X. Early Loan Payoff

Section 10.01 A loan can be paid in full at any time. The participant may obtain a loan payoff quote via the Voice Response System. The loan payoff quote is valid for 15 days from the date it is obtained.

Article XI. Changes in Law

Section 11.01 Future tax laws regarding plan loans will be incorporated into this Loan Administration Policy and the Promissory Note.

Article XII. Enforcement

Section 12.01 The Trustee & the Plan Sponsor are required to enforce these rules. This Loan Administration Policy has been developed to comply with the requirements of Internal Revenue Code section 72(p) and the federal Treasury regulations thereunder, as amended from time to time.

I hereby certify that the above loan policy and provisions will be administered in a consistent and uniform manner for all Participants in the Plan.

Dated this _____ day of _____, 200_.

Plan Administrator Signature

D. SECTION 457 CUSTODIAL ACCOUNT AGREEMENT WITH WELLS FARGO BANK, NAN.

SECTION 457 CUSTODIAL ACCOUNT AGREEMENT WITH WELLS FARGO BANK, N.A.

Wells Fargo Account No. _____

THIS SECTION 457 CUSTODIAL ACCOUNT AGREEMENT is made by and between the **Travis County, Texas** (herein "Employer"), and **Wells Fargo Bank, National Association** (herein "Custodian").

WHEREAS, Employer maintains an eligible deferred compensation plan(s) (herein the "Plan(s)") under section 457 of the Internal Revenue Code.

WHEREAS, Employer desires to set aside Plan(s) assets to be held in a funded arrangement under section 457(g) of the Internal Revenue Code maintained for the exclusive benefit of Plan(s) participants and their beneficiaries.

WHEREAS, section 457(g)(3) of the Internal Revenue Code provides that custodial accounts described in section 401(f) of the Internal Revenue Code shall be treated as trusts pursuant to that section.

WHEREAS, Employer desires to engage the services of the Custodian to hold all assets and income of the Plan(s) that have been transferred from Nationwide Retirement Solutions, the prior administrator, to Great-west in a custodial account for the exclusive benefit of participants and their beneficiaries, as defined in section 401(f) of the Internal Revenue Code.

WHEREAS, the Custodian is willing to act as custodian and deemed trustee of the Plan(s) as set forth in section 457(g)(3) of the Internal Revenue Code to provide these services for the Plan(s) on the condition that Employer has entered or is entering into a service agreement with Great-West whereby Great-West will provide recordkeeping services for all Plan(s) assets held pursuant to this Agreement.

NOW, THEREFORE, Be it resolved, that the Employer desires to appoint and hereby so appoints, effective as of **January 30, 2009**, Wells Fargo Bank, National Association, and Wells Fargo Bank, National Association desires to accept such appointment and to accept the custody continued hereby. The parties also hereto agree as follows:

1. **Establishment of Custodial Account.**

- a. In order to carry out the purposes of the Plan(s), Employer hereby creates and establishes a custodial account (herein the "Custodial Account"). The Custodian accepts the Custodial Account and agrees to act as Custodian hereunder, but only on the terms and conditions set forth in this Agreement. Subject to the terms and conditions of this Agreement, all right, title and interest in and to the Custodial Account shall be vested exclusively in the Custodian.
- b. The Custodial Account shall include only those assets that the Custodian accepts. Only assets actually received by the Custodian will become part of the Custodial Account. The Employer acknowledges and agrees that it is responsible for effectuating the transfer of any Plan(s) assets to be held in the Custodial Account to Custodian.
- c. The Custodial Account established hereunder is intended to satisfy the requirements of section 457(g)(3) of the Internal Revenue Code, and to be treated as a trust solely for

purposes of applicable tax laws under rules similar to the rules under section 401(f) as contemplated by that section. In no event shall the Custodial Account be treated as a trust for purposes of state law. Notwithstanding anything herein to the contrary, it shall be impossible, prior to the satisfaction of all liabilities with respect to the employees and their beneficiaries covered by the Plan(s), for any part of the funds of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of the participants or their beneficiaries as provided for in the Plan(s). Except as provided in the Plan(s) and consistent with applicable law, the assets of the Custodial Account shall never inure to the benefit of the Employer and shall be held for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan(s) and Custodial Account. The Employer agrees that it will abide by this provision and that it will not cause the Custodian to violate this rule either by its direction or otherwise.

2. Services to be Provided by Custodian and Obligations of the Parties. The obligations of the Custodian shall be limited to those expressly imposed upon it by this Agreement, notwithstanding any reference herein to the Plan(s), and no further duties or obligations of the Custodian, such as a duty to value Plan(s) investments, determine the prudence or authorization of any Plan(s) investment, or diversify Plan(s) investments, shall be implied. The Custodian shall not be liable in discharging its duties hereunder if it acts in good faith and in accordance with the terms of this Agreement and in accordance with applicable federal tax laws, rules and regulations. The Custodian shall, upon direction from Employer, perform the following services; provided, however, that for purposes of this Agreement the Custodian may rely on direction by the Employer to Great-West pursuant to and consistent with the terms of the services agreement among the parties thereto:
 - a. Open and maintain a Custodial Account in the name of the Plan(s) and hold in such an account all cash, securities and other property initially deposited plus any additional cash and securities that may be received from time to time for the Custodial Account; provided, however, that nothing in this Agreement shall require the Custodian to maintain actual physical custody of assets held for the Plan(s), to which the Custodian has title, through a broker held securities account or insurance company separate account, or to maintain actual physical custody of mutual fund shares. The Custodian shall have no duty or authority to ascertain whether any contributions should be made to the Custodial Account pursuant to the Plan(s), to determine the amount of any contribution to be made pursuant to the terms of the Plan(s), or to bring any action to enforce any obligation to make any contribution to the Plan(s).
 - b. Act upon written direction from the Employer or from one or more investment advisors duly appointed in writing by the Employer, as provided in Section 5 hereof. The Custodian shall have no duty to determine any facts or the propriety of any action taken or omitted by it pursuant to such directions.
 - c. Be responsible for the collection of all investment income relating to the assets in the account.
 - d. Make payments from the Custodial Account to participants or their beneficiaries as the Employer shall direct in writing, and amounts so paid shall no longer constitute a part of the Custodial Account. The Employer shall report withholding of any federal, state or local taxes that may be required to be withheld with respect to such payments and shall remit such amounts withheld to the appropriate taxing authorities or determine that such amounts have been reported, withheld and remitted.
 - e. The Employer shall pay or, if not paid by the Employer, shall direct the Custodian to pay from the Custodial Account, the reasonable expenses relating to the Plan(s) and Custodial

Account, including, without limitation, investment management, accounting, legal, actuarial expenses, and any expenses which have been approved by the Employer; provided, however that expenses paid pursuant to this section shall not include fees for custodial services to Custodian.

3. Powers of the Custodian. The Custodian is authorized and empowered to:

- a. Hold assets in the name of the Custodian, which may include entering into depository arrangements for the safekeeping of records relevant to the ownership of such assets with any entity or entities as the Custodian may choose.
- b. Invest the assets of the Custodial Account in such investment vehicles as directed by Employer or a duly appointed investment advisor, including annuity or insurance contracts issued by licensed insurance companies, and to enter into amendments to such annuity or insurance contracts as so directed. The Custodian shall have no duty or responsibility to determine the appropriateness of any Plan(s) investment, or to cause such investments to be changed. The Employer shall be responsible to determine whether the Plan(s) and the investments directed by it are authorized by state law. The Custodian shall forward all notices, proposed contract amendments, rate or fee changes or other communications regarding all annuity or insurance contracts held in the Custodial Account to the Employer, and shall act on behalf of the Custodial Account with respect to any such notice, proposed amendment, change, or other communication only as directed by the Employer. Any rights of a contractholder under any such group annuity contract to discontinue, amend, or otherwise modify the contract shall be exercised only upon the specific written direction of the Employer to the issuer of the contract or by the Custodian at the Employer's express written direction.
- c. Make transfers among investment vehicles or disbursements from the Custodial Account as directed by the Employer or, if applicable, by the Plan(s) participants.
- d. Employ agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
- e. Vote any securities held in the Custodial Account or issue proxies to vote such securities as directed by the Employer.
- f. Pay taxes of any and all kinds levied or assessed against the Custodial Account as directed by the Employer.
- g. Delegate to Great-West, any or all ministerial duties arising out of this Agreement, and appoint Great-West as agent of Custodian for such purposes, including opening accounts with investment companies, and paying expenses and making distributions from the Custodial Account. In no event shall Custodian delegate to Great-West the right to hold title to the assets of the Plan(s) or Custodial Account.
- h. Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the custodianship duties and powers.
- i. Hold uninvested such cash funds as may appear reasonably necessary based upon directions of the Employer to meet the anticipated cash requirements of the Plan(s) from time to time and to deposit the same or any part thereof, either separately or together with other funds

under the control of the Custodian, in its own deposit department or to deposit the same in its name as Custodian in such other depositories as it may select.

- j. Institute, prosecute, maintain, or defend any proceeding at law or in equity concerning the Custodial Account or the assets thereof, at the sole cost and expense of the Custodial Account, and to compromise, settle, and adjust any claims and liabilities asserted against or in favor of the Custodial Account or of the Custodian; but the Custodian shall be under no duty or obligation to institute, maintain, or defend any action, suit, or other proceeding unless it shall have been indemnified to its satisfaction against any and all loss, cost, expense, and liability it may sustain or anticipate by reasons thereof.
 - k. Retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.
4. Reports. Custodian, or agent of Custodian, shall furnish to Employer and any duly appointed investment advisors a periodic statement of account no less frequently than annually, reflecting an inventory of assets in the account, all activity during the previous period, and a market value for the assets of the account. Custodian, or its agent, will furnish such reports including reports to Employer's accountant or other examiners upon Employer's request which shall be based upon the records maintained by Great-West, and which shall be provided to Custodian on a quarterly basis.
5. Authorized Persons. The Employer and any duly appointed investment advisor shall furnish a list to the Custodian (and from time to time whenever there are changes therein) of the individuals authorized to transmit instructions to the Custodian concerning the assets in the account and written direction regarding the form of such instructions. If the Employer has implemented the voice response system for participants, all participants are deemed to be authorized individuals solely for purposes of directing investment of their individual account balances. The Custodian shall be entitled to rely on instructions from participants received through the voice response system as well as on the oral advice as confirmed in writing or written advice of other authorized individuals. The Custodian shall treat as genuine and may rely on any notice or communication without further verification that it reasonably believes is from an authorized party, as defined above, and shall be protected in doing so by the Employer.
6. Compensation Payable to Custodian. The Custodian shall be entitled to receive reasonable compensation for services provided under this Agreement in connection with the Plan(s). Such compensation shall be paid as set forth on the fee schedule attached hereto as Exhibit 1, and may be changed from time to time by agreement of the parties.
7. Amendment and Termination. This Agreement may be amended by written agreement of the parties at any time. This Agreement shall continue in effect unless or until terminated by either party upon thirty (30) days' written notice to the other party; provided that Custodian shall continue to act as Custodian of the Custodial Account until a successor Custodian is appointed. If no successor Custodian is appointed within ninety (90) days of such written notice of termination, Custodian shall be authorized to petition a court of competent jurisdiction for a declaration appointing a successor Custodian, and to charge the Custodial Account for the reasonable costs, fees, and expenses of such legal process. Upon termination, all securities held in the account shall be delivered by the Custodian to a successor custodian appointed by the Employer or as otherwise directed in writing by the Employer. Notwithstanding the foregoing, this Agreement shall automatically terminate in the event that a contract for the provision of one or more funding mediums for the Custodial Account and recordkeeping services through Great-West are discontinued or terminated without renewal, effective as of the date of such discontinuance or termination, with no further notice from or to either party; provided that Custodian shall continue to act as Custodian of the Custodial Account until a successor Custodian is appointed. If no successor Custodian is appointed within ninety (90) days of

such written notice of termination, Custodian shall be authorized to petition a court of competent jurisdiction for a declaration appointing a successor Custodian, and to charge the Custodial Account for the reasonable costs, fees, and expenses of such legal process.

8. Limitation of Liability. Custodian shall not be liable for any claims, liabilities, or expenses arising from or alleged to arise from any action or inaction taken by Custodian pursuant to the direction of Employer or any authorized agent thereof. Employer specifically releases Custodian from any liability except to the extent Custodian has committed negligence or malfeasance in the exercise of its responsibilities hereunder.

9. Notices.

Notices to the Employer shall be directed and mailed as follows:

**Travis County, Texas
P.O. Box 1748
Austin, TX 78767**

Attention: Norman McRee, HRMD

Employer EIN # 74-6000192

with copies to:

**Travis County Attorney
P.O. Box 1748
Austin, TX 78767**

Attention: Deferred Compensation Attorney

Notices to the Custodian shall be directed and mailed as follows:

**Wells Fargo Bank, N.A.
1740 Broadway, MAC #C7300-105
Denver, CO 80274-8697**

Attention: Andrea L. Stellish and Leslieann Gallagher

Notices to Great-West shall be directed and mailed as follows:

**Great-West Life & Annuity Insurance Company
8515 East Orchard Road
Englewood, Colorado 80111**

**Attention: Laura G. Miller
AVP & Counsel, Legal Department**

10. Inspection Privileges. The books, records, documents, accounting procedures, and practices of the Custodian relevant to this Agreement are subject to examination by the Employer, including but not limited to an annual audit by an independent auditor designated by the Employer.
11. Governing Law. This Agreement shall be governed by and enforced under the contract laws of the State of **Texas**. The Custodial Account hereby created is issued in Colorado and all questions regarding its administration shall be determined under the laws of the State of Colorado.

12. Severability. In case any provisions of this Agreement shall be held illegal or invalid for any reason, their illegality or invalidity shall not affect the remaining parts of this Agreement, and this Agreement shall be construed and enforced as if the illegal and invalid provisions had never been a part of the Agreement.
13. Assignment. This Agreement shall not be assigned without the express written consent of all parties to this Agreement, which consent shall not be unreasonably withheld; provided, however, that this provision is subject to and shall in no way limit the effect of Section 3 hereof (relating to the power of Custodian to delegate certain duties to Great-West, and appoint Great-West as its agent for certain purposes).
14. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the Employer and the Custodian.
15. Effective Date. This Agreement shall be effective **January 30, 2009**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

EMPLOYER:

TRAVIS COUNTY, TEXAS

By: _____
Its: Samuel T. Biscoe
County Judge

Date _____

CUSTODIAN:

Wells Fargo Bank, National Association

By: _____

Its: _____

Date _____

EXHIBIT 1

FEE SCHEDULE

Wells Fargo Bank, N.A.
and
Great West Life & Annuity Insurance Company
Schedule of Charges for Custodial Services

This Schedule may be revised or modified at time of renewal of the Employer's Service Agreement with Great-West.

Base Charge

The Custodian's compensation for the custodial services being provided under this agreement is included in the fees being received by Great-West under the Service Agreement between the Employer and Great-West. Great-West will forward such custodial fees to Wells Fargo Bank, N.A. at no additional cost to the Employer.

E. ESTABLISHMENT OF TRUSTS FOR PARTICIPATION IN SOME INVESTMENTS

➤ **Putman Fiduciary Trust Company**

**F. (a) Investment Management
and Custody Agreement**

(b) Guideline and Fee Agreement

(c) Certificate of Incumbency

PUTNAM FIDUCIARY TRUST COMPANY

INVESTMENT FUNDS FOR
PENSION AND PROFIT SHARING TRUSTS

PARTICIPATION AGREEMENT

PUTNAM FIDUCIARY TRUST COMPANY
One Post Office Square
Boston, MA 02109

**PUTNAM FIDUCIARY TRUST COMPANY
INVESTMENT FUNDS FOR
PENSION AND PROFIT SHARING TRUSTS**

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT is made by and between Putnam Fiduciary Trust Company ("PFTC"), as trustee (in such capacity, the "Trustee") of the Putnam Fiduciary Trust Company Investment Funds for Pension and Profit Sharing Trusts (the "Group Trust"), and the fiduciary executing this Participation Agreement ("Fiduciary") on behalf of the plan listed on the Account Information form attached hereto (the "Prospective Trust").

RECITALS

A. PFTC maintains the Group Trust (including each separate collective investment fund established as a "Fund") under the Declaration of Trust, as of March 31, 2008, including each Investment Characteristics and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment of tax-qualified retirement trusts and certain eligible governmental plans (defined as "Qualified Trusts" in the Declaration of Trust).

B. The employer listed on the Account Information form attached hereto (together with any of its affiliates that participate in the Plan, the "Employer") maintains the Prospective Trust, which forms part of one or more deferred compensation plans (each such plan is hereinafter referred to as the "Plan" and all such plans are hereinafter referred to as the "Plans") for the benefit of the eligible employees of the Employer and their beneficiaries.

C. Under the Declaration of Trust, the Trustee has established certain Funds identified on the Account Information form attached hereto and may in the future establish additional investment funds in accordance with the terms and conditions set forth in the Declaration of Trust.

D. Fiduciary has authority to direct investments or select or designate investment options for the Prospective Trust, and desires that each Fund specified on Schedule A attached hereto and such additional Funds as may hereafter be added to this Participation Agreement by written agreement (which may be effected through electronic means) of the Fiduciary and the Trustee (the "Designated Funds" and each the "Designated Fund") be made available as investments or investment option(s) of each Plan in accordance with this Agreement.

E. PFTC desires to accept the Prospective Trust (including each Plan forming a part thereof) as a "Participating Trust" (as defined in the Declaration of Trust) of each Designated Fund, subject to the terms and conditions of this Participation Agreement. For clarity, the term "Prospective Trust" is used herein with respect to the period of time before acceptance, and "Participating Trust" refers to the same trust after acceptance.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree as follows:

1. Appointment and Acceptance

Fiduciary hereby appoints PFTC as managing agent of the Prospective Trust with respect to such assets of the Prospective Trust that may from time to time be invested in any Designated Fund. Notwithstanding the foregoing, PFTC may appoint agents and independent contractors, which may be affiliates of PFTC, to assist PFTC in the performance of its duties hereunder and delegate all or part of its duties and obligations to any such agents or independent contractors, provided that PFTC shall not be relieved of its liabilities with respect to any such duties or obligations so delegated. PFTC hereby accepts such appointment as managing agent and agrees that it will be a fiduciary of the Plan with respect to such assets.

2. Acceptance of Participating Trust

PFTC hereby accepts the Prospective Trust as a Participating Trust of each Designated Fund (hereinafter, the "Participating Trust") as of the date specified on the signature page below, which is a Valuation Date of such applicable Designated Fund. Fiduciary from time to time shall direct the transfer of Participating Trust assets to PFTC for investment in the Designated Fund(s) in accordance with any applicable procedures for additions to such applicable Designated Fund as may be adopted from time to time by PFTC (including any other procedures that may be set forth in separate agreements, as well as procedures established by the Trustee in its sole discretion and provided to Fiduciary from time to time), and Fiduciary agrees that each representation and warranty of Fiduciary set forth in this Participation Agreement shall be deemed to be remade and repeated as of the date of any such transfer. The Participating Trust's participation in each Designated Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Participating Trust and this Participation Agreement. In the event of any inconsistency between this Participation Agreement and the Declaration of Trust with respect to the Participating Trust's investment in any Designated Fund, the Declaration of Trust shall control.

3. Warranties, Representations, and Covenants of Fiduciary

(a) Fiduciary warrants and represents to, and covenants with, PFTC and the Fund as follows:

(i) the Prospective Trust constitutes or is part of one or more Plans, each Plan is a retirement plan of the Employer, and no portion of any Plan or the Prospective Trust includes assets of a "deemed individual retirement account," or "deemed IRA," described in Section 408(q) of the Code;

(ii) the Prospective Trust either (as specified in the Account Information form attached hereto):

(A) is a qualified trust, exempt from taxation under Section

501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of qualifying under Section 401(a) of the Code; or

(B) is an eligible governmental plan trust or custodial account under Section 457(b) of the Code (a "Governmental Plan") that is exempt from taxation under Section 457(g) of the Code; or

(C) is a common, collective or commingled trust fund which consists solely of assets of plans described in (A) or (B) above, and is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying as a "group trust" under Revenue Ruling 81-100 (1981-1 C.B. 326) (as amended and supplemented from time to time, and any successor ruling thereto) ("Revenue Ruling 81-100").

(iii) if the Prospective Trust covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code (a "Keogh Plan"), the Prospective Trust satisfies the applicable requirements of the Securities Act of 1933, as amended from time to time, and Rule 180 of the Securities and Exchange Commission thereunder, or any successor ruling, regulation, or similar pronouncement, regarding participation by such trust in a collective investment trust;

(iv) each Plan forming part of the Prospective Trust is established, maintained and administered under one or more documents (or, in the case of a Governmental Plan, under one or more documents or under statutes or regulations) that authorize part or all of the assets of the Prospective Trust to be transferred to, and commingled for investment purposes in, a group trust that meets the requirements of Revenue Ruling 81-100;

(v) (A) the Declaration of Trust (including each Designated Fund) is adopted as part of the Prospective Trust and each Plan; and

(B) if and to the extent that assets of any Designated Fund are invested in interests in any collective investment trust (other than the Group Trust and the Funds) that is exempt from tax under the Code or applicable Internal Revenue Service rulings and regulations under Revenue Ruling 81-100 and Section 401(a)(24) of the Code (each an "Other Collective Trust"), each such Other Collective Trust (and the instruments pursuant to which such Other Collective Trust is established) is also adopted as part of the Prospective Trust and each Plan;

(vi) the Participating Trust signatory acting as the Fiduciary pursuant to Section 402(c)(3) of ERISA (to the extent applicable to the Prospective Trust) either (A) is a "fiduciary" (within the meaning of Section 402(a)(2) of ERISA), or a duly authorized agent thereof acting at the direction thereof, with authority under the governing documents of the Prospective Trust to appoint the Trustee as contemplated hereby, (B) in the case of a Governmental Plan, has the authority under the governing documents of the Prospective Trust or under statutes or regulations to appoint the Trustee as contemplated hereby, or a duly authorized agent thereof, or (C) has been properly directed to sign this

Participation Agreement by the person referred to in clause (A) or (B) of this paragraph (vi);

(vii) the execution and delivery of this Participation Agreement by the Fiduciary has been duly authorized, and this Participation Agreement constitutes the valid and binding agreement of the Prospective Trust, enforceable against the Prospective Trust in accordance with its terms and any approval, authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Prospective Trust has been obtained and any necessary filing with any of the foregoing has been duly made;

(viii) the obligations of the Fiduciary and the Prospective Trust hereunder do not conflict with any applicable provision of its organizational or governing documents or any agreement to which it is subject and do not contravene any applicable law or regulation:

(ix) if the Plan or Plans forming the Prospective Trust are not "eligible individual account plans" within the meaning of Section 407(d)(3) of ERISA, not more than 10 percent of the assets of the Prospective Trust (excluding for all purposes of such calculation the assets of the Prospective Trust that are invested in the Designated Funds) are or will be invested in "employer securities," as such term is defined in Section 407 of ERISA to the extent ERISA is applicable;

(x) neither PFTC nor any advisor or consultant retained by PFTC, or any agent of, or independent contractor for, PFTC retained to solicit participants in the Funds or provide recordkeeping or omnibus account services (each, a "Solicitor"), has acted (or will act) as a fiduciary (as defined in Section 3(21)(A) of ERISA, whether or not ERISA is applicable to the Prospective Trust), and no Solicitor has paid any consideration to any Fiduciary or any of its affiliates, with respect to the decision to invest any assets of the Prospective Trust in any Designated Fund, to select any Designated Fund as an investment option available under the Prospective Trust or to continue any such investment or selection in the future; and

(xi) all directions and instructions given by the Fiduciary, or by the Prospective Trust's participants and beneficiaries or any other person, if applicable, to the Trustee, or any agent of, or independent contractor for, the Trustee, shall comply with the terms of the Prospective Trust, this Agreement, any other agreements applicable to the Participating Trust, ERISA (to the extent ERISA is applicable) and all other applicable law.

(b) Fiduciary hereby acknowledges the following:

(i) it is an "Investing Fiduciary" as defined in the Declaration of Trust;

(ii) it has considered appropriate factors in connection with participation in each Designated Fund (including, without limitation, the overall diversification of the investment portfolio and the prudence of participating in the Designated Funds) and has determined that, in view of such considerations, the

participation by the Prospective Trust in each Designated Fund is consistent with the fiduciary responsibilities of the Fiduciary under ERISA to the extent ERISA is applicable; and

(iii) except to the extent expressly agreed to in writing by PFTC, the Trustee has not acted (and will not act) as a fiduciary (as defined in Section 3(21) of ERISA, to the extent ERISA is applicable to the Participating Trust) with respect to the decision to participate in any Designated Fund, to allocate assets of the Prospective Trust to any Designated Fund, or to continue any such investment in the future. Fiduciary hereby further acknowledges to the Trustee that the Prospective Trust may hold assets in other investments that are not part of any Designated Fund and agrees that the Trustee has no responsibility for the overall diversification of the investment portfolio of the Prospective Trust (or any Plan therein) or for the prudence of participating in the Designated Fund(s) in relation to the total portfolio of the Prospective Trust.

(c) Fiduciary acknowledges the following: it has received a copy of the Declaration of Trust (including the Investment Characteristics for each Fund); it has had adequate opportunity to review its terms with its legal counsel (having been granted access to all information regarding the Funds that it has requested); it has sufficient knowledge, sophistication and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Funds; and it has not relied upon the Group Trust, the Funds, the Trustee, PFTC (except to the extent expressly agreed to in writing by PFTC), or any affiliate, agent or independent contractor of, or investment adviser to, the Trustee or PFTC in connection with the Funds or any employees, officers, principals or agents thereof or of any of the foregoing for any investment, tax, ERISA, or other legal or financial advice in connection with the acquisition of Units of the Designated Fund(s).

(d) Fiduciary understands (and, to the extent the Prospective Trust is participant directed, has communicated or will communicate to all participants in the Prospective Trust) that the Trustee will vote (or may retain an affiliate to vote) proxies issued by companies whose securities are owned by the Funds and that the Trustee's policy is that all proxies be voted and that all voting be recorded in accordance with its (or its affiliate's, as the case may be) proxy voting policy, although the Trustee may solicit recommendations from advisors or sub-advisors which it retains with respect to a Designated Fund. The Trustee agrees to provide Fiduciary with a copy of the Trustee's (or its affiliate's, as the case may be) proxy voting policy upon request.

(e) Fiduciary understands (and, to the extent the Prospective Trust is participant-directed, has communicated or will communicate to all participants in the Prospective Trust prior to their direction to invest in Units of the Designated Fund(s)) the following: (i) the Units of the Designated Fund(s) have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the applicable securities laws of any states or other jurisdictions, and participants are not entitled to the protections of the 1933 Act; (ii) neither the Group Trust nor any Fund is registered under the Investment Company Act of 1940, as amended (the "1940 Act"), or other applicable law, and participants are not entitled to the protections of the 1940 Act; (iii) the Units of the Designated Fund(s) are not insured by the FDIC or any other governmental agency, are not covered by any other type of deposit insurance, and are not deposits of, or guaranteed by, PFTC or any other bank; and (iv) the Designated Fund(s) may, in addition to

investing in securities and money market instruments, also invest in futures contracts, security futures contracts or products, derivatives, and other similar investments, and the Trustee of the Designated Fund(s) has claimed an exclusion from the definition of the term "commodity pool operator" under the Commodity Exchange Act, as amended (the "Commodity Act"), pursuant to Rule 4.5 of the Commodity Act, and therefore the Trustee is not subject to registration or regulation as a "commodity pool operator" under the Commodity Act. No assurance has or can be given that the Designated Funds will achieve their investment objectives. Investments in the designated Funds are subject to various risks and the value of investments in the Designated Funds will fluctuate in value.

(f) To the extent the Prospective Trust is participant-directed, Fiduciary has communicated or will communicate all material information regarding each Designated Fund to all participants in the Prospective Trust having a beneficial interest in such Designated Fund, and the Trustee has no responsibility for any communication to participants in the Prospective Trust.

(g) To the extent applicable, Fiduciary agrees promptly to provide to the Trustee, in connection with the execution of this Agreement and thereafter annually and upon reasonable request, such information as the Trustee determines to be necessary or appropriate with respect to actual and average participant account balances of the Prospective Trust so that the Trustee may determine and verify the satisfaction of the criteria designated from time to time for eligibility to participate in a particular Class.

(h) Fiduciary, on behalf of the Prospective Trust, has completed the Account Information Form in the form attached hereto as Appendix I (which is incorporated herein) and will execute, deliver, acknowledge and file any and all further documents and provide any and all further information (including, without limitation, copies of the organizational instruments of the Prospective Trust, the most recent determination letter issued by the Internal Revenue Service with respect to the Plan or Plans, current financial information and a list of employer securities with respect to each Plan) which the Trustee may deem necessary or appropriate in connection with the Prospective Trust's investment in any Designated Fund.

(i) Fiduciary agrees promptly to notify the Trustee in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is actually received by the Trustee (or until the Trustee has actual knowledge thereof), the Trustee may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Agreement in connection with all matters related to the Designated Funds and the Group Trust (including without limitation in connection with Class eligibility and signature authorizations).

(j) Fiduciary acknowledges that the Funds are intended to be long-term investment vehicles and are not designed to provide investors with a means of speculating on short-term market movements. A pattern of frequent acquisitions and dispositions of Units can be disruptive to efficient management of the Funds. Accordingly, if the Trustee determines in its sole discretion that the Participating Trust (or any participants in the Participating Trust) is or may be following a market-timing strategy or is otherwise engaging in excessive trading, the

Trustee reserves the right to reject or restrict acquisition or disposition requests from such Participating Trust (or participants in such Participating Trust).

(k) Fiduciary acknowledges and agrees that, from time to time, each Fund may invest in one or more open-end investment companies registered under the 1940 Act that are affiliated with PFTC in order to obtain exposure to certain markets without investing in such markets directly, in order to equitize cash in the Fund, or for other legitimate purposes, and any advisory fees of such affiliated investment companies, which may exceed the fees provided for in the Fund's Fee Schedule, (a) shall be offset from the fees described in the Fund's Fee Schedule within the time period permitted under Prohibited Transaction Class Exemption 77-4, (b) shall otherwise satisfy the conditions of any applicable individual prohibited transaction exemption obtained by PFTC, or (c) shall otherwise be made so as not to constitute a non-exempt prohibited transaction under ERISA to the extent ERISA is applicable. PFTC acknowledges and agrees that the consent provided in this section shall be contingent upon providing a prospectus of any such affiliated investment company to the Fiduciary in advance of any investment in such affiliated investment company, which will contain a full description of the fees and expenses of such affiliated investment company and such consent will be effective only after such delivery; and provided further that such investment(s) are appropriate in light of the Fund's investment mandate and guidelines.

4. Compensation – Classes

(a) PFTC is entitled to reasonable compensation for its services provided hereunder and pursuant to the Declaration of Trust with respect to each Designated Fund in accordance with the Fee Schedule set forth in, or attached to, the Investment Characteristics for such Designated Fund, which has been provided to Fiduciary. If the Prospective Trust is participant-directed, Fiduciary acknowledges and agrees that (i) it has communicated and (ii) upon any change in compensation applicable to the Participating Trust will communicate, to all participants in the Prospective Trust, the compensation charged to the Prospective Trust and each participant therein and that such compensation may vary, and that the compensation paid directly and/or indirectly by the Participating Trust and each participant therein may change, as described in Schedule A.

(b) Notwithstanding the foregoing, with respect to a Class of Units of each Fund, each Unit shall be of equal value to every other Unit of the same Class.

(c) Each Unit of a Class shall represent an undivided proportionate interest in all the assets of the Fund.

(d) As of any Valuation Date, the Trustee, in its sole discretion, may make a uniform change in the Units of any Class of any Fund either by dividing such Units into a greater number of Units of lesser value, or combining such Units to produce a lesser number of Units of greater value, provided that the proportionate interest of each Qualified Trust in the Fund shall not thereby be changed.

5. Directions from Fiduciary – Indemnification

Fiduciary will designate (or has previously designated) in a separate signature authorization form acceptable to the Trustee the individual(s) (who may be employees of Fiduciary or of other agents or service providers to the Participating Trust) identified to communicate directions, instructions, or other notices required or permitted under this Participation Agreement to PFTC on its behalf. Fiduciary may change such designated individuals from time to time upon ten days' prior written notice to PFTC. PFTC shall be protected fully in relying on and proceeding in accordance with any such direction or notice. To the extent permitted by Texas law, Employer hereby agrees to indemnify each Designated Fund and PFTC, its Affiliates, and its and their directors, officers, and employees (each, an "indemnified party"), and hold them harmless from all liabilities, losses, claims, demands, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising from (i) any act taken or omitted by an indemnified party in good faith in accordance with, or due to the absence of, directions of any person authorized to give a direction with respect to the matter, (ii) any act taken or omitted by a fiduciary other than an indemnified party in breach of the fiduciary's responsibilities, including, without limitation, any miscommunication or inaccurate statement by such other fiduciary to Participating Trust participants concerning any aspect of the Designated Funds or the Group Trust or the consequences of an investment in the Designated Fund or the Group Trust, or (iii) any breach of the Participation Agreement or the Declaration of Trust by the Fiduciary. The Fiduciary's and the Employer's obligations under this Section 5 shall survive the termination of this Agreement.

6. Litigation Expenses

Trustee's costs and expenses incurred in any litigation relating to the Designated Funds or the Group Trust shall be a reimbursable expense, except costs and expenses incurred in connection with litigation between Participating Trust and Trustee or litigation in which Trustee is found to have breached its duty hereunder or under the Declaration of Trust. To the extent that such reimbursable costs and expenses are not fully reimbursed by the Designated Funds or the Group Trust for any reason, Employer will, to the extent permitted by Texas law, cause Participating Trust to, and to the extent not so permitted, will itself indemnify and hold harmless PFTC. Trustee shall promptly notify Participating Trust of any such litigation. Trustee may decline to start or respond to any legal action unless Participating Trust indemnifies Trustee to its satisfaction for all such reimbursable expenses. Trustee may compromise claims on terms approved by Participating Trust or its authorized representatives, which shall be binding on all parties. This Section 6 shall survive the termination of this Agreement.

7. Role of the Trustee

(a) The Trustee (and any investment adviser, including any affiliate of the Trustee, appointed by the Trustee to assist the Trustee in the fulfillment of its duties under the Declaration of Trust) may sponsor, offer, distribute, manage and/or advise other accounts, investment funds or pooled funds in such a manner that substantially the same or different investment decisions are made for those accounts or pooled funds as are made for the Funds.

(b) The Trustee serves as the sponsor, trustee and manager of the Group Trust and each Fund. The Trustee may employ advisers, consultants, subadvisers or other agents

(which may be affiliates of the Trustee) to assist in the administration and management of the Funds. Any such advisers, consultants, subadvisers or agents may be compensated directly by the Trustee or may be compensated from the applicable Fund, as set forth in the Declaration of Trust.

8. Miscellaneous

(a) The Trustee shall furnish, or cause to be furnished, no less frequently than quarterly, to Fiduciary and such persons as Fiduciary may designate from time to time, periodic reports regarding the Funds. Such information may be provided by entities providing other services to the Funds, including agents, subadvisers, custodians or trustees.

(b) This Participation Agreement (i) will terminate upon the complete withdrawal of the Participating Trust from the Group Trust, in which case, notice of withdrawal must be received by the Trustee no later than 5 business days prior to the applicable Valuation Date, (ii) will be binding upon the successors and assigns of the parties hereto, and (iii) together with the Declaration of Trust (including the appendices thereto) is the entire agreement between the parties regarding the subject matter of this Participation Agreement.

(c) The headings used in this Participation Agreement are for convenience and reference only and shall not be deemed to limit or affect the terms or provisions herein.

(d) The interpretation of this Agreement and the rights of the parties hereunder shall be governed by ERISA to the extent ERISA is applicable and other applicable federal law and, to the extent not preempted by the foregoing, the laws of the State of Texas, provided that the foregoing shall not apply with respect to any agreement or document incorporated and/or referenced in this Agreement, which provides by its terms that it is to be controlled by the law of a state other than Texas, including without limitation the Declaration of Trust.

(e) This Agreement may be retained, to the extent permitted by applicable law, in such form or forms as PFTC may elect, including without limitation electronically, without the necessity of retaining an original or written copy. This Agreement and its signatures may be proved by original copy or reproduced copy, including without limitation a photocopy, a facsimile transmission, an electronic image or any other electronic reproduction. Further, in accordance with the Declaration of Trust, the Fiduciary agrees that PFTC may, in its sole discretion, give the same effect to a telephonic instruction, voice recording or any instruction received through electronic commerce or other electronic means as it gives to a written instruction, and PFTC's action in doing so shall be protected to the same extent as if such telephonic or electronic instructions were, in fact, a written instruction.

(f) PFTC is authorized to rely on the account information provided in Appendix I until PFTC actually receives written notice from the Executing Fiduciary or other authorized person of changes to the provided information.

EXECUTED by Employer as of the date set forth below.

TRAVIS COUNTY, TEXAS

Dated: _____, 2008 By: _____
Authorized Signature

Printed Name

Title

Dated: _____, 2008 By: _____
Signature of Fiduciary (if different from above)

Printed Name

Title

PUTNAM FIDUCIARY TRUST COMPANY

Dated: December 12, 2008 By: 
Authorized Signature

Bilal Nasreddine
Printed Name

Vice President
Title

**PUTNAM FIDUCIARY TRUST COMPANY
INVESTMENT FUNDS FOR
PENSION AND PROFIT SHARING TRUSTS**

PARTICIPATION AGREEMENT

The Plan shall pay a management fee at the annual rate of 0.50% (50 basis points) of the Plan's assets in the Fund, accrued daily and paid quarterly.

The Fiduciary acknowledges that Putnam Fiduciary Trust Company will apply a portion of the above fee equal to 0.25% (25 basis points) to payments to the Plan's financial advisor.

Appendix I

ACCOUNT INFORMATION FORM

Plan Sponsor: Travis County, Texas

Employer's Tax ID (EIN) #: 74 6000 192

Employer's Address: Travis County, Attn: Norman McRee, P.O. Box 1748, Austin, TX 78767-1748

Primary Contact: Norman McRee Title: Chairman, Deferred Compensation Oversight
Committee

Telephone: 512-854-4821 Fax: 512-854-3128 E-Mail: Norman.mcree@co.travis.tx.us

Plan Name: Travis County, Texas 457 Deferred Compensation Plan

Plan Type: ☐ DB ☐ DC ☐ 401(k) ☒ GOV ☐ Other _____

Plan Tax Year-End: December 31 Plan Trust Tax I.D. #: 73-0948330 Plan #: TBD
(Please provide the Tax I.D. # and Plan # as listed on lines 2a and 1b of the Plan's most recent Form 5500)

Plan Size (approximate) (SMM): 32

Number of Plan Participants: 2065

PFTC will send to the address specified above a certificate with respect to the Fund's annual report filing to assist in preparation of the Plan's Form 5500 filing.

Please identify all the investment options currently available under the Plan. Please attach additional pages if necessary:

[SEE NEXT PAGE]

Name	SDIO	Ticker	CUSIP
Allianz NFJ Small Cap Value Fund - A	PCVAX	PCVAX	018918714
American Funds Cap Wld Gr & Inc R4	RWIEX	RWIEX	140543844
American Funds EuroPacific R4	REREX	REREX	298706847
Fidelity Contrafund	FD-CNT	FCNTX	316071109
First American Real Estate Securities Y	FARCX	FARCX	318530268
Hartford Small Company R4	TBD	IHSSX	416649390
Janus Mid Cap Value Fund - Investors	JMCVX	JMCVX	471023598
Lazard Emerging Markets Inst	LZEMX	LZEMX	52106N889
Munder Mid Cap Core Growth Y	MGOYX	MGOYX	626124242
Oppenheimer International Bond Fund A	OIBAX	OIBAX	68380T103
PIMCO Total Return Fund - Admin	PI-TRT	PTRAX	693390726
Pioneer Cullen Value Fund Y	CVFYX	CVFYX	72387X406
Pioneer High Yield Y	TYHYX	TYHYX	72369B406
Putnam Stable Value Fund	TDB	N/A	N/A
T.Rowe Price Retirement 2010 Fund	TRRAX	TRRAX	74149P101
T.Rowe Price Retirement 2020 Fund	TRRBX	TRRBX	74149P200
T.Rowe Price Retirement 2030 Fund	TRRCX	TRRCX	74149P309
T.Rowe Price Retirement 2040 Fund	TRRDX	TRRDX	74149P408
T.Rowe Price Retirement Income Fund	TRRIX	TRRIX	74149P507
Vanguard 500 Index Signal	VIFSX	VIFSX	922908496
BGI Russell 2000 Index	TDB	N/A	N/A
BGI Mid Cap Index	TDB	N/A	N/A
Vanguard Total Bond Market Index Fund	VG-TBM	VBMFX	921937108

Travis County, Texas 457(b) Deferred Compensation Plan Investment Management and Custody Agreement

AGREEMENT, dated _____, 2008, by and between Barclays Global Investors, N.A. and the Travis County, Texas 457(b) Deferred Compensation Plan.

WHEREAS, the Travis County, Texas 457(b) Deferred Compensation Plan (the "Plan"), as amended from time to time, has been established to provide a source for payment of retirement benefits to certain eligible employees, wherein Travis County, acting by and through the Travis County Commissioners Court have been named as Trustees (the "Trustees") and are authorized and empowered to control the Plan's assets and to enter into contracts for the purpose of appointing investment managers to manage assets of the Plan, and

WHEREAS, the Trustees wish to appoint Barclays Global Investors, N.A. as Investment Manager (the "Manager") to hold, invest and manage a portion of the Plan assets.

NOW, THEREFORE, the Trustees and the Manager agree as follows:

1. The Trustees hereby appoint the Manager as an investment manager and custodian with power to invest and manage the assets of the Plan that from time to time constitute the Account (the "Account"). Account shall mean the assets of the Plan that the Trustees notify the Manager shall be included in the Account, together with the income, proceeds and profits thereon. The Trustees authorize the Manager to invest the assets of the Account, subject to applicable fiduciary standards, in one or more collective investment funds maintained by the Manager for participation solely by employee benefit trusts as the Manager deems appropriate in accordance with the Guidelines (as defined in paragraph 2). To the extent that the Account is invested in collective investment funds maintained by the Manager, the Account shall be subject to all of the provisions of the instruments establishing such funds as they may be amended from time to time. Such instruments as they may be amended from time to time are hereby incorporated and made a part of this Agreement as if fully set forth herein.

2. The Manager shall be responsible for proper diversification of the assets in the Account under its discretion; provided, however, the Manager's responsibility for such diversification of the assets in the Account shall be subject to the written investment guidelines (the "Guidelines") communicated from the Trustees and agreed to by the Manager from time to time. The Trustees, rather than the Manager, are responsible for overall diversification of assets of the Plan; and provided further, the Trustees shall be responsible for compliance of the Plan with its statutory limitations.
3. The Manager shall receive for the Account any money or property, including dividends and interest, due and payable from or on account of the securities and other property in the Account. The Manager shall not, however, be required to enforce collection of such property by legal means or otherwise but shall receive the proceeds of such collections as may be effected by the Manager or its agents in the ordinary course of business.
4. The Trustees understand and agree that, from time to time, the Manager may make recommendations to purchase or sell securities, and may purchase or sell securities, in which an affiliate of the Manager underwrites, deals and/or makes a market and/or an affiliate of the Manager may perform or seek to perform investment banking services for issuers of such securities. The Trustees also understand and agree that any such purchases or sales may be made for the Account if viewed as advisable by the Manager in light of the Guidelines. The Manager may not engage in transactions hereunder with its affiliates except to the extent permitted by law.
5. The Manager in its discretion may vote upon any stocks, bonds or other securities in the Account, and shall give general or special proxies with or without power of substitution with respect thereto.
6. The Manager shall, in safekeeping and managing the property in the Account, exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
7. The Manager is further authorized as follows:

- a. to sell by private contract or at public auction, exchange, convey, transfer or otherwise dispose of any property held by it; provided, the Manager shall have no duty to sell property delivered to it hereunder except in accordance with its customary procedures for effecting participation in its collective investment funds;
- b. to make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- c. to employ suitable agents or custodians, and to employ counsel who may but need not be counsel for the Trustees, and may rely upon the advice of such counsel;
- d. to register any and all property held under this Agreement in its own name as agent, in the name of its nominee, or in bearer form, and combine certificates representing such investments with certificates of the same issue held by the Manager in other fiduciary capacities, or deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held by any other person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or an agency or instrumentality thereof, or with a federal reserve bank, but the books and records of the Manager shall at all times show that all such investments are a part of the Account;
- e. to lend, including through a collective investment fund, any securities to brokers, dealers or other borrowers and to permit the loaned securities to be transferred into the name and custody and be voted by the borrower or others;
- f. to purchase, sell, execute, hold, grant, permit to expire, exercise and generally deal in any manner with contracts for the future delivery of financial instruments or other property and options of any kind; and

- g. to do all acts, whether or not expressly authorized, which it may deem necessary or proper for the protection of the property held hereunder and generally to exercise any of the powers of an owner with respect to any property held by it.
- 8. The Manager shall provide a statement of all receipts and disbursements of this Account to the Trustees not less often than monthly. The Trustees may approve or disapprove such statement within ninety (90) days of its receipt and, if no written objections are received from the Trustees within said ninety (90) day period such statement of account shall be deemed approved.
- 9. The Manager shall make such distributions and transfers of funds held hereunder as the Trustees shall from time to time direct in writing.
- 10. The Manager shall be entitled to reasonable compensation for its services hereunder as agreed between the Manager and the Trustees from time to time.
- 11. The Manager shall not be liable to the Plan or the Trustees for, and the Trustees shall bear the risk of loss from and against, any and all expenses, liabilities, damages, taxes, charges and claims of any kind or nature whatsoever (including reasonable attorneys' fees and expenses) the Manager may incur (i) relating to any action taken or omitted by the Manager in good faith exercise of its powers under this Agreement, except as to matters in which the Manager has exercised negligence or willful misconduct or has violated applicable law or this Agreement, (ii) as a result of any act or omission of the Trustees or any breach by the Trustees of this Agreement or (iii) any act or omission of the Plan's custodian.
- 12. Notwithstanding any other provision of this Agreement, neither the Manager nor its officers, directors, affiliates and employees shall be liable for any loss to the Trustees, Plan, and/or Account caused directly or indirectly by circumstances beyond the Manager's reasonable control, including, but not limited to, government restrictions, exchange or market rulings, actions affecting securities or commodity exchanges including suspensions of trading or extensions of trading hours, acts of civil or military authority, national emergencies, labor difficulties, fires, earthquakes, floods or other catastrophes, acts of God, wars, acts of terrorism, riots or failures of communication or power supply.

13. The Manager's rights, power and duties shall be limited to those specifically listed herein with respect to the Plan assets included in the Account, and the Manager shall have no duty, responsibility or liability in connection with the custody, investment or management of other Plan assets and shall have further no duty, responsibility or liability in connection with the operation or administration of the Plan.
14. The Trustees will certify to the Manager the names and specimen signatures of the Trustees or representative(s) authorized to sign instructions on its behalf hereunder and the current contact information for the foregoing person(s). The Trustees shall immediately notify the Manager in writing of any change to the authorized signatory list. The Trustees shall also immediately notify the Manager of any change to the Plan, Trustees, or custodian. The Manager shall not be charged with knowledge of any such change until it receives written notice from the Trustees.
15. This Agreement and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties (including, without limitation, to employees of either party or their respective affiliates) except to the extent that such persons utilize such information in the performance of their duties with respect to this Agreement or except as required by law or as agreed between the parties. Subject to any applicable law, notwithstanding anything to the contrary herein, the Manager may disclose client information to its employees, agents or affiliates pursuant to its internal record-keeping or data collection rules or policies. The Manager is also hereby authorized (which may be withdrawn at any time upon written notice from the Trustees to the Manager) after the date of initial funding to publicly disclose that it has been awarded a mandate to provide investment management services to the Plan.

In the event that the Plan is required by law (any statute, governmental rule or regulation, or judicial or governmental order, judgment or decree) to disclose to the public ("Open Records Laws") any information regarding the investments, identity, performance, or value of any Manager fund, or confidential or proprietary business information relating to the services or products of the Manager or any Manager fund ("Confidential Information"), the Plan will give prior written notice of such requirement and prior written notice of any request for disclosure

under such Open Record Laws to the Manager and any relevant Manager fund, and shall permit the Manager and the Manager fund a reasonable period of time as provided under applicable law to seek a order prohibiting or limiting such disclosure. Furthermore, the Manager and any relevant Manager fund shall have the right not to disclose further to the Plan the types of Confidential Information that the Plan is required by law to disclose. To the extent that the Plan is permitted to recognize or treat any Confidential Information as trade secrets, sensitive commercial information or any similar information type which is beyond the reach of any Open Records Laws, the Plan shall recognize and treat the Confidential Information as such and shall not disclose the Confidential Information to the public.

16. The Trustees shall promptly notify the Manager in writing of any known unauthorized, negligent or inadvertent use or disclosure of confidential information and cooperate with the Manager to prevent disclosure of confidential information. The Trustees further acknowledges and understands that the use or disclosure of confidential information in any manner inconsistent with this paragraph may cause the Manager and/or Manager funds irreparable damage. This Agreement shall continue until modified or terminated. It may be modified at any time upon mutual written agreement of the Manager and the Trustees. It may be terminated at any time by either the Manager or the Trustees upon thirty days written notice to the other, and the Manager shall promptly return the Account assets to a designated custodian, and from and after such delivery, the Manager shall have no further investment management responsibility for assets in the Account.
17. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing by the party so waiving, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure to exercise and no delay in exercising, on the part of the Manager or the Trustees, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof.
18. All notices, instructions and communications with respect to matters contemplated by this Agreement shall be in writing and shall be delivered by mail, facsimile, or electronic means or any other mutually agreed telecommunication method.

19. The Trustees acknowledge that they have received, through one or more separate writings from the Manager certain disclosures whereby the Manager is making disclosure of material facts and the Trustees hereby provide their consent as may be required under applicable law for the Manager to engage in the following activities, including through any collective investment fund in which the Plan participates:

- (a) To trade through an affiliated broker;
- (b) To acquire securities issued during the existence of an underwriting or selling syndicate in which a U.S. affiliate of the Manager is a member of such underwriting or selling syndicate;
- (c) To lend securities (including but not limited exchange-traded funds managed by an affiliate of the Manager, as acquired in accordance with applicable law) to one or more borrowers (each a "Borrower"), and to be compensated therefor; to lend securities through a common electronic platform in which the Manager has an equity interest; and to lend securities to a Borrower that is an affiliate of Manager;
- (d) To lend mortgage backed securities;
- (e) To the extent provided for in the Guidelines, to purchase and sell (long or short) shares of registered, open-end management investment companies, including exchange-traded funds and mutual funds, managed by an affiliate of the Manager;
- (f) To buy and sell securities in the Manager's cross-trading program, including as part of any transition services performed for the Plan; and
- (g) To buy, hold and sell shares of common stock of an affiliate of the Manager.

20. The Trustees hereby acknowledge, represent, warrant and agree that (i) the Travis County, Texas 457 (b) Deferred Compensation Plan is qualified under Section 457 of the Code and exempt from federal income taxation under Section 457 of the Code or is a governmental plan within the meaning of Section 818(a)(6) and/or Section 401(a)(24) of the Code and exempt from federal income taxation under the Code, and (ii) the Trustees have the power and

authority under applicable law and the documents or instruments governing the Trustees to appoint the Manager to hold certain assets of the Fund, and (iii) the Plan may invest in financial futures contracts on an unleveraged basis. The Trustees agree to notify the Manager immediately if it has reason to believe that the foregoing may cease to be true.

21. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and the Agreement shall be construed and enforced as if such provisions had not been included.
22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
23. This Agreement and the Guidelines represent the entire understanding of the parties hereto and supersede all prior written or oral agreements with respect to the subject matter hereof.
24. This Agreement shall be construed in accordance with the laws of the State of Texas. Notwithstanding the foregoing, to the extent that the assets of the Account are invested in a collective fund maintained by the Manager, the construction of the terms of such collective fund shall be governed by the laws of the United States, and to the extent not preempted, by the laws of the State of California.
25. In the event the Trustees become involved in a class action lawsuit or other proceeding involving securities traded for the Account by the Manager (unless such securities are owned by a collective trust), the Manager agrees to use reasonable efforts to cooperate with the Trustees and the judge or other authority in charge of such proceeding in all related matters including, but not limited to, discovery requests and, if required, appearances in court. The Trustees shall be responsible for reasonable fees and expenses (on a straight pass-through basis, without mark-up) of the Manager relating to litigation support. This provision shall survive the termination of this Agreement. However, the Manager will not be responsible for taking any direct action to become involved in or rendering any advice with respect to any legal proceedings or bankruptcies involving issuers of securities held in the Account.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

TRUSTEES

TRAVIS COUNTY, TEXAS

By

Name	Title
<hr/>	

The undersigned, Barclays Global Investors, N.A., hereby accepts the foregoing appointment as Investment Manager and acknowledges it is a fiduciary with respect to the Plan insofar as the assets subject to its management are concerned.

BARCLAYS GLOBAL INVESTORS, N.A.

By

Name	Title
<hr/>	

By

Name	Title
<hr/>	

F (b)

Travis County, Texas 457(b) Deferred Compensation Plan Guideline and Fee Agreement

Reference is made to the Investment Management Agreement (the "Agreement") dated _____, 2008 by and among the Travis County Texas acting by and through the Travis County Commissioners Court (the "Trustees"), and Barclays Global Investors, N.A. (the "Manager"). Capitalized terms used herein and not defined shall be given their meanings as so defined in the Agreement.

To expand on Paragraph Two of the Agreement, the Trustees have determined that, pursuant to the Plan's investment policies and objectives, the Plan's investment needs can best be met by investing a portion of its assets in the following collective investment fund(s):

Mid-Cap Index Fund F

The Mid-Cap Index Fund F shall be valued on a daily basis and shall be invested and reinvested in a portfolio of equity securities with the objective of approximating as closely as practicable the capitalization weighted total rate of return of the segment of the United States and Canadian markets for publicly traded equity securities represented by the medium capitalized companies. The criterion for selection of investments shall be the S&P Mid-Cap Index. When deemed appropriate by the Manager, the Manager may invest a portion of the Mid-Cap Index Fund F in futures contracts for the purpose of acting as a temporary substitute for investment in equity securities. The Mid-Cap Index Fund F will not engage in speculative futures transactions.

Russell 2000 Index Fund F

The Russell 2000 Index Fund F shall be valued on a daily basis and shall be invested and reinvested in a portfolio of equity securities with the objective of approximating as closely as practicable the capitalization weighted total return of the segment of the United States market for publicly traded equity securities represented by the Russell 2000 Index. When deemed appropriate by the Manager, the Manager may invest a portion of the Russell 2000 Index Fund F in futures contracts for the purpose of acting as a temporary substitute for investment in equity securities. The Russell 2000 Index Fund F will not engage in speculative futures transactions.

The Trustees will notify the Manager if it is determined for any reason that there is a change in the Plan's investment needs affecting the stated objectives.

To expand on Paragraph Ten of the Agreement, the fees to be applied to the Trustee's investment in the above collective investment fund(s) are as follows:

Mid-Cap Index Fund F

First	\$2 billion	3 bps
Next	\$1 billion	2 bps
Balance		1 bps

Russell 2000 Index Fund F

First	\$2 billion	3 bps
Next	\$1 billion	2 bps
Balance		1 bps

The Representatives accrue the fees listed above for the funds. The Committee hereby authorizes and directs the Representatives to pay the investment management fee listed above.

Fees are calculated and billed monthly in arrears using the month end market value. When assets are held for a partial month as a result of an initial contribution to or a final withdrawal from the Account, the month-end market value will be calculated using a time-weighted method. The month-end market value shall be: (1) decreased on a pro rata basis by any contribution to the Account made during the month (2) increased on a pro rata basis by any withdrawal made from the Account during the month.

This Guideline and Fee Agreement shall also serve as standing authorization for the Manager to accept investment direction from the Trustee's account representatives at Great-West Life & Annuity Insurance Company ("Representatives"). Such directions as the Manager may receive from the Representatives shall be subject to the Plan's overall investment strategy and may include purchase and sale directives, wire instructions, and such other instructions as may be necessary or appropriate to manage the account. This authorization shall continue until revoked in writing by the Trustees or the Manager.

Payment is due to the Manager within thirty (30) days after receipt of invoice unless other arrangements are made. If payment of fees is not received within one-hundred and eighty (180) days of quarter-end, fees will automatically be redeemed from the account.

BARCLAYS GLOBAL INVESTORS, N.A.

By: _____
Name: _____

**AGREED AND ACCEPTED:
TRAVIS COUNTY, TEXAS**

By: _____ Date: _____
Name: _____
Title: _____



Travis County
P.O. Box 1748
Austin, Texas 78767

Certificate of Incumbency

The UNDERSIGNED, being a duly elected and acting County Clerk of Travis County, Texas, Plan Sponsor for the Travis County 457 (b) Eligible Deferred Compensation Plan, DOES HEREBY CERTIFY that the following individuals have been designated as "controllers"¹ of Travis County, Texas, and are duly elected to, and presently hold, the offices for the Travis County, Texas, Plan Sponsor for the Travis County 457 (b) Eligible Deferred Compensation Plan set forth below, and that they are duly authorized to act on behalf Travis County, Texas, Plan Sponsor for the Travis County 457 (b) Eligible Deferred Compensation Plan.

NAME AND TITLE (add /delete as appropriate)

Name: Samuel T. Biscoe
Title: County Judge

Name: Ron Davis;
Title: Commissioner, Precinct 1

Name: Sara Eckhardt
Title: Commissioner, Precinct 2

Name: Gerald Daugherty
Title: Commissioner, Precinct 3

Name: Margaret Gomez
Title: Commissioner, Precinct 4

¹ Barclays Global Investors (BGI) Anti-Money Laundering policy requires clients investing with BGI to identify those officers of the client who are deemed "beneficial owners" or "controllers" of the entity investing with BGI. With respect to **US corporate pension and retirement plans**, this means those employees of the client who exercise control over the management of the plan, which includes, to the extent applicable, members of the investment committee or other similar group designated as a "Named Fiduciary" under ERISA. With respect to **US government or other public pension and retirement plans, funds, or systems**, this means those employees and/or trustees of the client who exercise control over the management of the plan, fund, or system. With respect to all other entities, this means (1) for a **corporate entity**, any individual who ultimately owns or controls, directly or indirectly more than 25% of the shares or voting rights or who exercises control over the management of the body; (2) for a **partnership**, any individual who is ultimately entitled to or controls, directly or indirectly, more than 25% of the capital, profits, or voting rights or who exercises control over the management of the partnership; and (3) for a **trust**, any individual or entity that is a beneficiary of the trust, any individual who is entitled to a specified interest in at least 25% of the capital of the trust property, or the class of persons in whose main interest the trust is set up or operates, or any individuals who maintain control over the trust.

-

IN WITNESS WHEREOF, the undersigned has subscribed this certificate dated this _____ day of _____, 2008.

[Corporate Seal (as applicable)]

County Clerk
Travis County, Texas

7 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: DECEMBER 23, 2008

I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING INTERLOCAL AGREEMENTS BETWEEN EMERGENCY SERVICES DISTRICTS, CITY OF AUSTIN AND TRAVIS COUNTY FOR AGENCY REIMBURSEMENTS UNDER RULE 251.3:

- | | |
|----------|-------------------|
| A. ESD 1 | H. ESD 9 |
| B. ESD 2 | I. ESD 10 |
| C. ESD 3 | J. ESD 11 |
| D. ESD 4 | K. ESD 12 |
| E. ESD 5 | L. ESD 14 |
| F. ESD 6 | M. CITY OF AUSTIN |
| G. ESD 8 | |

C. Approved by: _____
Signature of Commissioner or Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

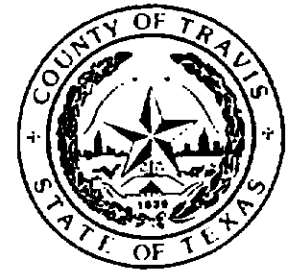
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. Box 1748 , AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Brad Beauchamp*

MEMORANDUM

*Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Manager*

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager Emergency Services

Date: December 17, 2008

Subject: Interlocal Agreements for Agency Reimbursements Under Rule 251.3

In August 2007, the Court approved an Interlocal Contract for Use of Revenue Returned Under Rule 251.3 to allow the Capital Area Council of Governments (CAPCOG) to pay Travis County \$202,008 from FY 2005 9-1-1 revenue. The County is to use this revenue for the sole purpose of reimbursing and funding eligible 9-1-1 system operation and network expenditures in compliance with Rule 251.3.

Emergency Services requests that you approve thirteen interlocal agreements (attached) for reimbursement to Emergency Services Districts and City of Austin of their costs for 9-1-1-services-related communication equipment, under Rule 251.3, Section 771 of the Texas Health and Safety Code (see attached rule). Qualifying expenditures are associated with the design, operation, and maintenance of 9-1-1 call-taking centers and related emergency communications personnel, equipment, and computer hardware and software.

In August 2008, the Court approved two "form" interlocal agreements for Emergency Services to use as the reimbursement mechanisms. The form agreements have now been completed for each participating district and City of Austin with their names, signing authorities, contacts, and other relevant information. The amount of the reimbursements and the items for which reimbursement will be allowed are stated in the Attachment "A" to each agreement. Each finalized agreement with a completed Attachment "A" has been approved and signed by each district and City of Austin. The agreements are now submitted to Commissioners Court for final approval.

Once executed, agreements renew automatically and Attachment "A" may be amended each year to state the amount, if available, and reimbursable items for that year based on the amount of future funding received from CAPCOG under Rule 251.3. Each year, Emergency Services will update the Court on the proposed amendments to Attachment "A". With the Court's approval, the Attachment "A" will be modified and submitted to the appropriate signing authorities for approval before reimbursements are made.

Thank you for your consideration in this matter.

INTERLOCAL COOPERATION AGREEMENT
FOR USE OF REVENUE RETURNED UNDER RULE 251.3
BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 12

This Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

Travis County Emergency Services District Number 12, a political subdivision of Texas, created under TEX. HEALTH & SAFETY CODE ANN., Ch. 775, ("ESD").

RECITALS

Travis County is a member of Capital Area Council Of Governments ("CAPCOG"). Pursuant to Rule 251.3, the Commissioner on State Emergency Communications Rule for the Largest County ("CSEC Rule"), CAPCOG must return certain funds to County. County must use these funds for the sole purpose of reimbursing and funding eligible 9-1-1 system operation and network expenditures in compliance with that rule.

The purpose of this agreement is to provide the ESD funds for reimbursement of certain 9-1-1 system related expenditures.

Both County and ESD are authorized pursuant to TEX. GOV'T CODE ANN., ch. 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this agreement.

AGREEMENT

NOW, THEREFORE, County and ESD agree to the following terms and conditions:

1 Term.

1.1 Contingent Term. This agreement is contingent upon both the continuation of and the existence of Rule 251.3, the CSEC Rule. If this Rule is changed or amended so that funding is not provided to County for any reason, this agreement is automatically terminated.

1.2 Initial Term. This agreement commences on the date on which it is signed by the last party to sign it. This agreement continues in force until the earlier of September 30, 2009 or the occurrence of one of the contingencies that automatically terminate this agreement.

1.3 Automatic Renewal. If the contingency in 1.1 has not occurred, this agreement automatically renews on October 1 of each year for a term of one (1) year unless either this agreement is terminated sooner pursuant to 10.0.

2 ESD Responsibilities.

2.1 ESD shall use the funds provided under this agreement only in compliance with the expenditures described in Attachment A for that Contract Year.

2.2 Notice of Expenditures. Within thirty (30) days after notice of County's receipt of funds returned under Rule 251.3, ESD shall provide County with a description of its allowable 9-1-1 expenditures within the last twelve months and planned expenditures within the next twelve months.

2.3 Purchase of Equipment. ESD shall request reimbursement only for purchase of communications Equipment directly related to 9-1-1 emergency response.

2.4 Current Revenue Payments. ESD shall pay for all costs incurred pursuant to this agreement from current revenue funds.

2.5 Compliance with Laws. ESD shall comply with all applicable laws, rules and regulations in the performance of this agreement.

3 County Responsibilities.

3.1 Notice of Limitations. If funds are available for reimbursement of ESD purchases, County may notify ESD of return of any revenue under Rule 251.3.

3.2 Determination of Funding. County shall consider the types of expenditures that would most benefit the 9-1-1 system and determine the types of expenditures for which it will offer reimbursement each year. County shall also consider the notices received from all governmental entities for reimbursement of expenditures that comply with Rule 251.3. County shall notify ESD of the type of expenditures that qualify for that year and the amount of funding that is available for ESD. The notice shall include a copy of Attachment A for the Contract Year covered by the notice, the allowable types of reimbursement, and the total amount of reimbursement available.

3.3 Current Revenue Payments. County shall pay for all costs incurred pursuant to this agreement from current revenue funds.

3.4 Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

4 Liability. County is not liable for and ESD assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly as a result of this agreement.

5 Retention, Accessibility and Audit of Records.

5.1 ESD Retention. ESD shall maintain all records and documentation for all Equipment to be reimbursed under this agreement in a readily available state and location for three (3) years after the agreement term in which ESD last received funds.

5.2 County Access. ESD shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to Equipment reimbursed under this agreement, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by ESD.

5.3 County Audit. County has the right to conduct a financial audit of the ESD's performance of this agreement. ESD agrees to permit County, or its authorized representatives, to audit ESD's records that relate to this agreement and to obtain any document, materials or information necessary to facilitate this audit.

6. Limit on Agents. No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of ESD has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Board.

7 County Right to Contract: Other Entities. County may contract with other entities to provide for the use of revenue returned pursuant to Rule 251.3.

8 Breach. The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

9 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

10 Termination.

10.1 County Termination. County may terminate this agreement for one or more of the following reasons at any time in compliance with 10.2

10.1.1 ESD has failed to use the funds provided in compliance with this agreement and Rule 251.3,

10.1.2 ESD has failed to comply with any term or condition of this

agreement, or

10.1.3 County has failed to receive any funds pursuant to Rule 251.3.

10.2 Procedure. At least twenty (20) days before the effective date of termination, County must notify ESD in compliance with 15.01 of the decision to terminate this agreement, the existence and nature of the breach, and the effective date of termination. ESD may avoid termination of this agreement pursuant to 10.1 if ESD cures the breach to the satisfaction of County within twenty (20) days of receipt of this notice. This time to cure may be extended, at the sole discretion of County, as long as the ESD diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the ESD is in default and the participation of the ESD is automatically terminated on that date.

10.3 ESD Termination. ESD may terminate this agreement at any time in compliance with 10.4 if County has failed to comply with any term or condition of this agreement:

10.4 Procedure. At least twenty (20) days before the date of termination, ESD must notify County in compliance with 15.1 of the decision to terminate this agreement, the reasons for termination, and the effective date of termination. County may avoid termination of this agreement if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the ESD prior to the effective date of termination.

10.5 Mutual Termination. Either party has the right to terminate this agreement when both parties agree, in writing, that the continuation of the activities under this agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination.

11 Non-Waiver and Reservation of Remedies.

11.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this agreement must not be construed as a modification of this agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this agreement must not be construed as a waiver of that right or privilege. In this agreement, County and ESD do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

11.2 Reservation of Rights and Remedies. All rights of both parties under this agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement must not preclude the exercise of any other right or remedy under this agreement, the law or at equity, nor must any action taken in the exercise of any

right or remedy be deemed a waiver of any other rights or remedies.

12 Entire Agreement.

12.1 Attachment. Attachment A-Equipment and Reimbursement Schedule is made a part of this contract and constitutes promised performances by ESD under this agreement.

12.2 Agreement All Inclusive. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this document.

13 Assignability. Neither party may assign any of the rights or duties created by this agreement without the prior written approval of the other party. It is acknowledged by ESD that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

14 Amendments.

14.1 Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: County and ESD. It is acknowledged by ESD that no officer, agency, employee or representative of County has any authority to change the provisions of this agreement unless expressly granted that authority by Commissioners Court.

14.2 Amendment of Attachment A. County may amend the equipment and reimbursement stated in Attachment A annually by sending a notice of amendment change in compliance with 15.01 to ESD at least sixty (60) days before the beginning of the next Contract Year. If ESD does not send a notice in compliance with 15.01 stating that the change is unacceptable before its effective date, ESD shall accept the changes stated in the notice of amendment change. If ESD sends a notice that the change is unacceptable, no funding is available to ESD during that Contract Year.

14.3 ESD Request. ESD must submit all requests for changes to this agreement to Emergency Services Coordinator. The Emergency Services Coordinator must present the ESD's requests to Commissioners Court for consideration.

14.4 County Request. County must submit all requests for changes to this agreement to the ESD President (David Krause or his successor). The ESD president must present County's requests to the Board for consideration.

15 Notices.

15.1 Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in 15.2 or 15.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 15.2 or 15.3.

15.2 Address of County. The address of County for all purposes under this contract must be:

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

With copies to (registered or certified mail is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767-1748
File No. 260.254.12

and

Danny Hobby (or his successor)
Travis County Emergency Services Coordinator
P. O. Box 1748
Austin, Texas 78767-1748

15.3 Address of ESD. The address of the ESD for all purposes under this agreement and for all notices hereunder must be:

David Krause (or his successor)
Chief, Travis County Emergency Services District #12
PO Box 846
Manor, Texas 78653

15.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 15.1.

16 Interpretation of Contract.

16.1 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor ESD is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.2 Law. This agreement is governed by the laws of Texas and is performable in Travis County, Texas.

16.3 Severability. If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement must be construed as if that portion were not included in the agreement and the remainder must remain valid and binding.

16.4 Definitions. In this Agreement,

16.4.1 Board "Board" means the Board of Emergency Services Commissioners of Travis County Emergency Services District #12.

16.4.2 Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

16.4.3 Contract Year. "Contract Year" means the year ending with the Travis County fiscal year which ends September 30 of each calendar year.

16.4.4 Day. "Day" means calendar day.

16.4.5 Equipment. "Equipment" means the radios, pagers, console equipment, computer hardware and software and other communications equipment described in Attachment A and operated by ESD.

16.5 Computation of Time. When any period of time is stated in this agreement, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or ESD has declared a holiday for its employees, these days must be omitted from the computation.

16.6 Number and Gender. Words of any gender in this agreement must be construed to include any other gender and words in either number must be construed to include the other unless the context in the agreement clearly requires otherwise.

16.7 Headings. The headings at the beginning of the various provisions of this agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

17 Legal Authority.

17.1 ESD Signors. The person or persons signing this agreement on behalf of ESD, or representing themselves as signing this agreement on behalf of ESD, do hereby warrant and guarantee that he, she or they have been duly authorized by ESD to sign this agreement on behalf of ESD and to bind ESD validly and legally to all terms, performances, and provisions in this agreement.

16.2 County Signors. The person or persons signing this agreement on behalf of County, or representing themselves as signing this agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this agreement.

17 Duplicate Originals.

17.1 This document is executed in duplicate originals.

TRAVIS COUNTY

By:

Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 12

By:

David Krause
Chief, ESD #12

Date: _____

APPROVED AS TO FORM:

Attorney for Travis County Emergency Services District Number 12

ESD
Interlocal Cooperation Agreement

Attachment A – Equipment and Reimbursement Schedule

The Equipment ESD #12 is authorized to purchase under this Agreement during contract year ending September 30, 2008, includes the following:

- 1. AT&T Ruggedized Broadband Modems for Mobile Data Computers**
- 2. Cisco Wireless Access Point: 1 for Each Staffed Fire Station**
- 3. Printer for Fire Alerting: 1 for Each Staffed Fire Station**
- 4. Locution Automated CADVoice Alerting System: 1 for Each Staffed Fire Station**
- 5. VHF Narrowband/Wideband Alerting Pagers**

The total reimbursement available for ESD #12 for this Equipment during contract year ending September 30, 2008, is **\$6,192.22 (\$6,192.22 per staffed fire station)**.

Agency	Equipment	Price Each	Qty	Subtotal	Total
ESD 12	Wireless Access Points, Locution, Pagers, Modems	\$6,192.22	1	\$6,192.22	\$6,192.22

List of Variables

of ESD

Title Of Signing Authority

FileNumber.SubFileNumber

Name Of Signing Authority

ESS Address

City

Postal Code

Equipment Type And Number

Annual Total Reimbursement

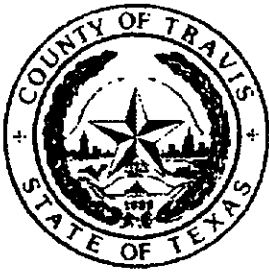
Rule 251.3

USE OF REVENUE IN CERTAIN COUNTIES

- (a) **Purpose.** The purpose of this rule is to establish the requirements for the submission and approval of proposals for allocations of revenue under Section 771.0751 of the Texas Health and Safety Code, which provides for use of 9-1-1 funds for services and/or equipment closely related to the 9-1-1 system, but which have not historically been funded under Chapter 771 of the Texas Health and Safety Code.
- (b) **Background.** As authorized by Chapter 771 of the Texas Health and Safety Code, the Commission on State Emergency Communications (Commission) may impose 9-1-1 emergency service fees and equalization surcharges to support the planning, development, and provision of 9-1-1 service throughout the State of Texas. In accordance with Section 771.055 of the above chapter, such service implementation shall be consistent with regional plans developed by regional planning commissions (RPC). These regional plans must meet standards established by the Commission and include a description of how money allocated to the region under this chapter is to be allocated in the region. Section 771.0751 provides for use of revenue in certain counties for costs associated with the design of a 9-1-1 system and/or the purchase and maintenance of equipment and personnel necessary to establish and operate answering points and related operations.
- (c) **Definitions.** Unless the context clearly indicates otherwise, terms contained in this rule are defined as shown in Commission Rule 251.14, *General Provisions and Definitions*.
- (d) **Eligibility.** The eligibility for approval of funding under this rule is established as follows:
 - (1) A PSAP within a county participating in the Commission 9-1-1 program, with a population of at least 700,000 or greater as reported by the Texas State Data Center and adopted per Commission Rule 252.6, *Wireless Service Fee Proportional Distribution*, or
 - (2) A PSAP within the county, participating in the Commission 9-1-1 program, that has the highest population within a RPC as reported by the Texas State Data Center and adopted per Commission Rule 252.6, *Wireless Service Fee Proportional Distribution*.
- (e) **Requests.** Requests for funding under this rule shall be submitted by the RPC as part of the regional strategic plan or proposed as an amendment to the regional plan, subject to the format and documentation requirements and review and

approval processes as described in Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, Commission Rule 251.6, *Guidelines for Strategic Plans, Amendments, and Revenue Allocation*, and other applicable Commission rule and policy. Requests should demonstrate that all basic regional 9-1-1 needs are met and maintained prior to any additional costs proposed under this rule.

- (f) Approval. Approval of regional plans or amendments requesting funds under this rule may only be approved by vote of the Commission. Once approved, procurement, operation, and maintenance of enhancements funded under this rule are subject to all applicable Commission rules and policies.
- (g) Review. This rule shall be reviewed biennially in order to incorporate any changes made necessary by Legislative appropriation and/or change in applicable law.



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 12/16/08

Voting Session: Tuesday, December 23, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 3, INTERLOCAL AGREEMENT NO. IL070209VR, WITH ENVISION CENTRAL TEXAS, FOR REGIONAL PLANNING STUDY. (TNR)

Points of Contact:

Purchasing: Vania Ramaekers

Department: TNR, Joseph Gieselman, Executive Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

Purchasing Recommendation and Comments: This procurement action met the compliance requirements as outlined by statutes.

Through this agreement, Envision Central Texas provides a regional planning effort studying the future growth in Central Texas, as it relates to the environment, land use, transportation and communities.

Modification No. 3 will renew the contract from January 1, 2009 through December 31, 2009, and provide the 2009 program work deliverables at a cost of \$25,000.00.

Modification No. 2 extended the contract expiration date from March 27, 2008 through December 31, 2008, and provided the 2008 program work deliverables at a cost of \$25,000.00.

Modification No. 1 was processed internally as an administrative modification. The contractor facility and mailing address changed.

➤ **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

Contract Type: Professional Services

Contract Period: Upon execution through March 27, 2008.

➤ **Contract Modification Information:**

Modification Amount: \$25,000.00

Modification Type: Renew

Modification Period: January 1, 2009 through December 31, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Contractor is not a
HUB

% 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: **457177**
- ☒ Funding Account(s): **001-4905-621-7501**
- ☐ Comments:

➤ **Statutory Verification of Funding:**

- ☐ Contract Verification Form: Funds Verified __ Not Verified __ by Auditor.

PURCHASE REQUISITION NBR: 0000457177

REQUISITION BY: SHERYL HOLDER 854-9383
SHIP TO LOCATION: TNR ADMIN - 11TH FLR

STATUS: AUDITOR APPROVAL
REASON: ATTN: VANIA, PLEASE MODIFY CONTRACT

SUGGESTED VENDOR: 59866 ENVISION CENTRAL TEXAS

DATE: 11/24/08
DELIVER BY DATE: 9/30/09

LINE NBR DESCRIPTION
1 ECT - MODIFICATION #3
(PROGRAM DELIVERABLES FOR FY09)
COMMODITY: MISC. PROFESSIONAL SVCS
SUBCOMMOD: ADMINISTRATIVE SERVICES

QUANTITY UOM UNIT COST EXTEND COST
1.00 YR 25000.0000 25000.00

VENDOR PART NUMBER

REQUISITION TOTAL: 25000.00

ACCOUNT INFORMATION

LINE # ACCOUNT
1 00149056217501 MISCELLANEOUS
ADMINISTRATIVE COSTS

PROJECT 100.00

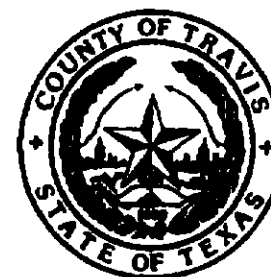
AMOUNT 25000.00

25000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20081124 RT COURT
11/25/08 CONTRACT REQ?EMD SHERYL.SHOULD BE GOING
TO COURT VIA VANIA-PER SHERYL.GMC



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

November 24, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager
SUBJECT: Amendment to Interlocal Agreement
For: Envision Central Texas

TNR is requesting that your staff amend the following agreement:

CONTRACT	VENDOR	AMOUNT
IL070209VR	Envision Central Texas	\$25,000

Please amend the above referenced agreement to outline the program deliverables for FY09. Our requisition for the FY09 amount is: 457177. The funding source is: 001-4905-621-7501.

If you should have any questions, or need further information, please call Sheryl Holder at 854-7676.

✓ SH:JPG:sh

MODIFICATION OF CONTRACT NUMBER: IL070209VR – Regional Planning/Studying**PAGE 1 OF 3 PAGES**ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: Vania Ramaeckers
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:

December 01, 2008

ISSUED TO:
Envision Central Texas
P.O. Box 17848
Austin, Texas 78760-7848
Attn: Diane MillerMODIFICATION NO.:
3EXECUTED DATE OF ORIGINAL
CONTRACT:

March, 27 2007

ORIGINAL CONTRACT TERM DATES: 03/27/07 -03/31/08

CURRENT CONTRACT TERM DATES: 03/27/08 -12/31/08

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 25,000.00

Current Modified Amount \$ 75,000.00

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

- A. The purpose of this modification is to extend the term of this contract from January 1, 2009 through December 31, 2009. This Agreement may be renewed for one (1) successive year period with the further approval of the parties, provided that this Agreement may be terminated by either party with ninety (90) days notice to the other party. The renewal option is contingent on the mutual agreement of the proposed program deliverables.
- B. In accordance with the contract extension of Services Agreement, Attachment 3 – is here by deleted in its entirety and replaced with the revised Attachment 3, as of December 01, 2008 for the 2009 Program Work Deliverables. The modified program deliverables has been agreed upon by both parties and made a part of the contract thereof.
- C. The County agrees to pay Twenty –Five Thousand Dollars (\$25,000.00) to contractor for services to be provided in FY2009 in accordance with revised Attachment 3 as of December 1, 2008 for the 2009 Program Work Deliverables.

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

Note to Vendor:

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

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

LEGAL BUSINESS NAME: Envision Central TexasBY: Sally W. Campbell
SIGNATUREBY: Sally W. Campbell
PRINT NAMETITLE: Executive Director
ITS DULY AUTHORIZED AGENT☐ DBA☒ CORPORATION☐ OTHER

DATE:

12/15/08

TRAVIS COUNTY, TEXAS

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

DATE:

12/15/08

TRAVIS COUNTY, TEXAS

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

DATE:

Attachment – 3
Revised as of December 01, 2008
2009– Program Work
DELIVERABLES

Envision Central Texas (ECT) serves as a catalyst for regional cooperation and planning in order to realize a common Vision for Central Texas which preserves and enhances our natural resources, economic vitality, social equity and overall quality of living.

To help achieve this goal, ECT promotes and communicates the elements of the Vision, convenes regional dialogues to address growth challenges, creates tools to assist cities and counties in creating livable, sustainable communities and measures progress toward the Vision.

I. Major Initiative for 2009

♦ **Ensuring Efficient New and Existing Infrastructure in a Time of Limited Resources.**

Envision Central Texas (ECT) will lead a regional dialogue to help inform the hard choices that must be made by regional leaders regarding infrastructure needs (such as transportation, water, wastewater, electric and gas utilities), in order to maintain the quality of life and competitiveness of Central Texas. Through a series of forums, public outreach efforts, and workshops, we will help educate the public about the trade-offs inherent in infrastructure investment in a time of scarce resources and help catalyze the collaborations necessary within the region to accomplish the needed infrastructure development. *(full scope of initiative will be determined by fundraising)*

II. Public Education, Engagement, Outreach and Advocacy

- ♦ **Leader Updates.** Meet with city and county leaders to update them about ECT and discuss what ECT can do to better support their needs and planning processes.
- ♦ **Regional Planner Roundtables.** Convene two meetings of the region's planners to discuss Central Texas growth issues and infrastructure challenges.
- ♦ **Regional Organizations Collaboration.** Increase cooperation and collaboration among regional organizations and governments through meetings and joint projects and events.
- ♦ **Fourth Annual ECT Community Stewardship Awards and Luncheon.**
On May 8, 2009, ECT will honor the innovative people, projects and processes that creating positive change in the region and moving us closer to the ECT Vision.
- ♦ **Regional Activity Centers.** Educate stakeholders about the tradeoffs of different development styles, assist CAMPO in its efforts to add land use as an additional component of its 2035 Plan, and seek opportunities for advocacy.
- ♦ **Rail Initiatives.** Help educate the public about the emerging rail initiatives of Capital Metro and the Austin-San Antonio Intermunicipal Rail District and examine opportunities for advocacy.
- ♦ **County Land Use Authority.** Research use of Texas county land use authority as well as ideas from other states. Educate various stakeholders on and explore opportunities for advocacy for expanding county land use authority.
- ♦ **Horizons Newsletter.** Continue to publish and distribute ECT Horizons, a quarterly e-newsletter about the work of Envision Central Texas.

2008 DEC - 8 AM 9:25

RECEIVED
TRAVIS COUNTY

III. Creating Tools and Resources to Accomplish the Regional Vision

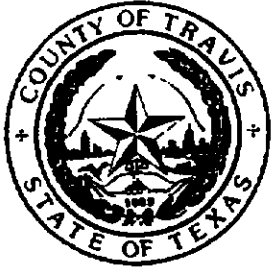
- ♦ **Quality Growth Toolbox.** Provides more than 100 resources, models, best practices and other tools to assist communities as they plan for growth. In 2009, the focus will be on conveying the resources to local jurisdictions and community leaders through a series of workshops or demonstrations. New tools, such as the “Mixed Use Matters” paper which addresses creating walkable/bikeable communities, will be featured during this process.
- ♦ **Comprehensive Planning.** ECT will work to raise awareness regarding the importance of comprehensive plans and communicate the key elements of comprehensive plans and the planning process.
- ♦ **Central Texas Greenprint for Growth.** Continue the development of the Central Texas Greenprint for Growth, which is both a tool and a process for helping communities identify land conservation priorities. In 2009, ECT will use the Greenprint in bringing together the array of agencies and jurisdictions with planning responsibilities to examine how the Greenprint can help inform larger infrastructure and planning projects.
- ♦ **Community Checklist and Project Rating System.** Create a Community Checklist and a voluntary Project Rating System that will assist local governments and other entities to evaluate their progress toward the Vision or a proposed project’s alignment with the Vision’s principles.
- ♦ **ECT Website.** Maintain and enhance a website (www.envisioncentraltexas.org) that spotlights the work of ECT and offers resources and information to those addressing the challenges of growth and development in Central Texas.

IV. Measuring Progress Towards the Regional Vision

- ♦ **Update Goals Toward Vision.** ECT will select measurable indicators and benchmarks toward the realization of the Vision and produce a report at the end of the year to show changes.

V. Implementation Committees and Task Forces

- ♦ ECT will leverage the talents, knowledge and energy of the region’s citizens to accomplish the Program of Work through engagement in Envision Central Texas’ Implementation Committees and Task Forces. In 2009, the committees include:
 - ♦ Community Design Committee
 - ♦ Community Outreach Committee
 - ♦ Open Space Committee
 - ♦ Transportation and Land Use Committee
 - ♦ Regional Infrastructure Task Force



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) 854-9184

9

Approved by: _____

Cyd V. Grimes 12/16/08

Voting Session: Tuesday, December 23, 2008

REQUESTED ACTION: IN ACCORDANCE WITH ARTICLE 18.17 OF THE TEXAS CODE OF CRIMINAL PROCEDURE, THE FOLLOWING PROPERTY WILL BE CONVERTED TO TRAVIS COUNTY USE. (FIXED ASSETS)

Points of Contact:

Purchasing: Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

County Attorney (when applicable): N/A

County Constable Precinct 2: Bob Vann

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios, Sharon Martindale

Other: N/A

Purchasing Recommendation and Comments: Purchasing recommends approval of requested action.

The following firearms are abandoned and unclaimed and being held by Constable Precinct 2 Bob Vann. In accordance with article 18.17 of the Texas Code of Criminal Procedure property will be converted to Travis County use.

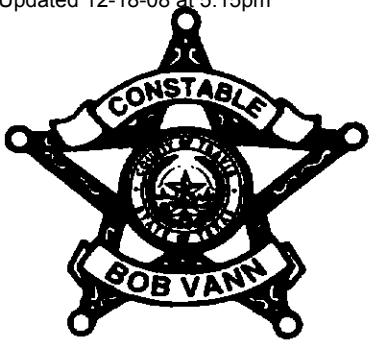
- 1). One (1) Tec-DC9 9mm, serial # D031928
- 2). One (1) Browning 6.35 (.25), serial # 342906

APPROVED () DISAPPROVED ()

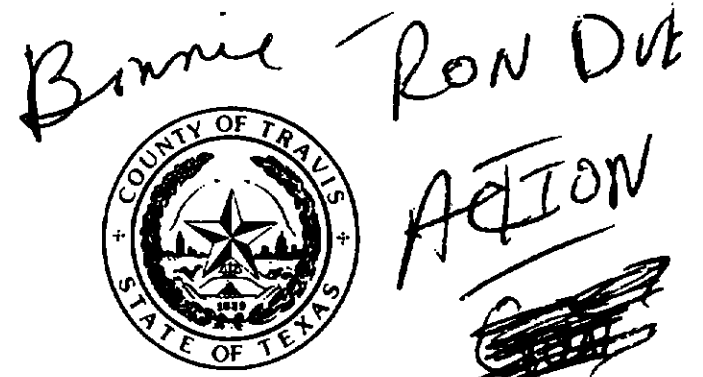
BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE



BOB VANN
CONSTABLE
Travis County, Precinct 2



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

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

November 17, 2008

To: Cyd V. Grimes, Purchasing Agent
From: Bob Vann, Constable *Bob Vann*
Subject: Disposal or Conversion of Abandoned or Unclaimed Property

This letter is the result of our conversation regarding the disposal, or conversion to Travis County use, of abandoned or unclaimed property being held by Constable Precinct 2. In accordance with Article 18.17 of the Texas Code of Criminal Procedure the following property will be disposed of or converted to Travis County use:

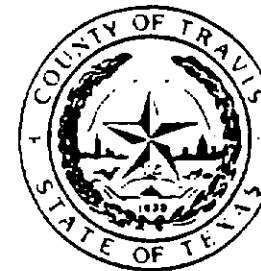
- 1). One (1) Tec-DC9 9mm, serial #D031928 - converted to Travis County use
- 2). 50 rounds of 9mm - converted to Travis County use

Copies of Certified Letter, envelope, and Fixed Asset Inventory sheet attached.



BOB VANN

CONSTABLE
Travis County, Precinct 2



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

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

October 30, 2007

Robert Joseph Beddoe
2320 Gracy Farms, #221
Austin, Texas 78758

Re: Abandoned or Unclaimed Property

This is to inform you of the following abandoned or unclaimed property that has remained unclaimed for at least thirty (30) days and is believed to be owned by you:

One (1) Tec-DC9 9mm, serial #D031928 and 50 rounds of 9mm

is being held by Constable Bob Vann at 10409 Burnet Rd., #150, Austin, Texas 78758.

If the owner of the above-described property does not claim this property within ninety (90) days from the date of this notice, such property will be disposed of in accordance with Article 18.17 of the Texas Code of Criminal Procedure.

BOB VANN

CONSTABLE

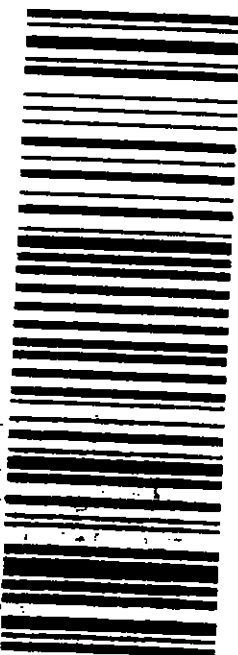
Travis County, Precinct 2



P.O. BOX 1748, AUSTIN, TEXAS 78787

07 NOV 12 PM 12:12
TRAVIS COUNTY, TEXAS
PCT 2

CERTIFIED MAIL™

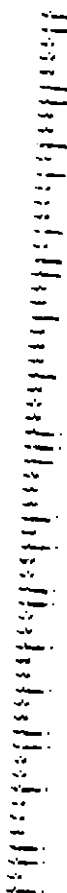


7004 0750 0002 0205 457b

Robert Joseph Beddoe
2320 Gracy Farms, #2221
Austin, TX 78759

NIXIE 787 DE 1 00 11/08/07
NOT DELIVERABLE TO SENDER
UNABLE TO FORWARD

BC: 78767174048 *2082-09577-31-37

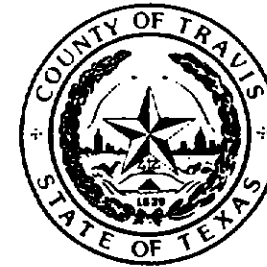


78767174048

201



BOB VANN
CONSTABLE
Travis County, Precinct 2



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

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

November 17, 2008

To: Cyd V. Grimes, Purchasing Agent
From: Bob Vann, Constable *Bob Vann*
Subject: Disposal or Conversion of Abandoned or Unclaimed Property

This letter is the result of our conversation regarding the disposal, or conversion to Travis County use, of abandoned or unclaimed property being held by Constable Precinct 2. In accordance with Article 18.17 of the Texas Code of Criminal Procedure the following property will be disposed of or converted to Travis County use:

- 1). One (1) Browning 6.35 (.25), serial #342906 - converted to Travis County use

Copies of Certified Letter, envelope, Writ of Possession, inventory sheet, and Fixed Asset Inventory sheet attached.

Copy of this letter is filed with JP2 – Cause #047695

Chapman S. [REDACTED] 11-20-00

11-20-00

9/27

8541

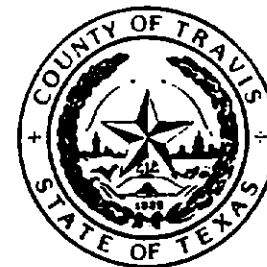
TX 78

854149

85419 25-34



BOB VANN
CONSTABLE
Travis County, Precinct 2



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

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

September 25, 2007

Christopher Sullivan
11707 Sandy Ridge Court
Leander, Texas 78641

Re: Abandoned or Unclaimed Property *CAUSE# 047695*

This is to inform you of the following abandoned or unclaimed property that has remained unclaimed for at least thirty (30) days and is believed to be owned by you:

One (1) Browning 6.35 mm (.25 auto), serial #342906

is being held by Constable Bob Vann at 10409 Burnet Rd., #150, Austin, Texas 78758.

If the owner of the above-described property does not claim this property within ninety (90) days from the date of this notice, such property will be disposed of in accordance with Article 18.17 of the Texas Code of Criminal Procedure.

1

> > > WRIT OF POSSESSION < < <

THE STATE OF TEXAS
COUNTY OF TRAVIS

CONTACT:
CHANCE OLIVER
(713) 933-1539

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS, GREETINGS:

On the 9th day of January, 2007 in the Justice of the Peace Court
of Travis County, Precinct No. 2, in cause no. 047695, styled:
BANK OF NEW YORK TRUST COMPANY, Plaintiff vs.

SULLIVAN, CHRISTOPHER, Defendant

judgment was granted against said Defendants (referred to as the tenant)
entitling the said Plaintiffs (referred to as the landlord) to possession
of the following-described premises, to wit:

11707 SANDY RIDGE COURT, LEANDER, TX 78641

THEREFORE, YOU ARE HEREBY COMMANDED TO:

1. Post a written warning on the exterior of the front door of the premises notifying the tenant that this writ has been issued and that it will be executed on or after a specific date and time stated in the warning.
2. Enter such premises and deliver possession thereof to the landlord;
3. Instruct the tenant and all persons claiming under the tenant to leave the premises immediately, and, if the persons fail to comply, physically remove them;
4. Instruct the tenants to remove or to allow the landlord, the landlord's representatives, or other persons acting under the officer's supervision, to remove all personal property from the premises other than personal property claimed to be owned by the landlord; and
5. Place, or have an authorized person place, the removed personal property outside the premises at a nearby location, but not blocking a public sidewalk, passageway, or street, and not while it is raining, sleeting, or snowing.

YOU ARE HEREBY AUTHORIZED, AT YOUR DISCRETION, TO:

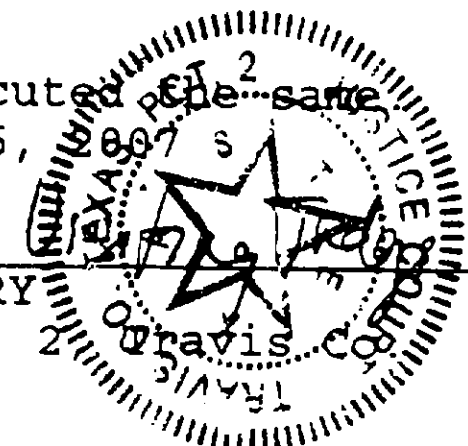
Engage the services of a bonded or insured warehouseman to remove and store, subject to applicable law, part or all of the property, at no cost to the landlord or the officer executing the writ.

YOU ARE HEREBY NOTIFIED THAT:

Pursuant to Sec. 7.003, TEXAS CIVIL PRACTICE AND REMEDIES CODE, you are not liable for damages resulting from the execution of this writ if you execute this writ in good faith and with reasonable diligence. You may, if necessary, use reasonable force in executing this writ.

MAKE DUE RETURN of this writ and certify how you have executed the same.
ISSUED AND GIVEN UNDER MY HAND OFFICIALLY this FEBRUARY 15,

for Judge BARBARA BEMBRY
Justice Court, Pct. 2



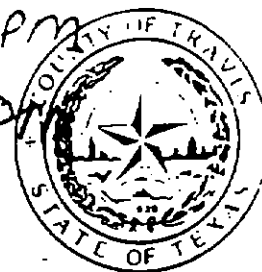
- - - - - OFFICER'S RETURN - - - - -

Came to hand the 16 day of FEBRUARY 20 07, at 9:55 o'clock A.m.
and executed the 21 day of FEBRUARY 20 07 by POSTING A WRITTEN WARNING NOTICE

TO THE FRONT DOOR 2-20-07 @ 11:58 AM + SET TO EXECUTE ON 2-21-07 @ 1 PM, RETURNED THE PREMISES
BACK TO THE PLAINTIFF REPRESENTATIVES ON 2-21-07 @ 2:17 PM, PLAINTIFF SIGNATURE ATTACHED.

BOB VANN, Constable, Pct. 2
JESSICA HORTA
DEPUTY CONSTABLE

Code 4 - 102 PM
End - 217 PM

Page 1 of 1 Pages

Date: 2-21-07 Cause No.: 047695 Court: JP 2

Address or Location: 11707 SANDY Ridge COURT, LEANDER, TX 78641

Plaintiff: BANK OF NEW YORK TRUST FUND Defendant:
SULLIVAN, CHRISTOPHER

Signature of Person making Inventory:

I HEREBY VERIFY THAT POSSESSION OF THE REAL PROPERTY HAS BEEN DELIVERED TO ME.

Plaintiff or Plaintiff's Representative Signature:

Bryan Brazier

Item No.

Description

Item No.	Description
1	FURNITURE IIII
2	TV
3	LAMPS II
4	CHILDRENS STUFFED TOYS II
5	VCR II
6	COMPUTER ITEMS II
7	CARPETS
8	CLOTHES
9	VACUUM
10	STEREO EQUIPMENT III
11	DISHES
12	BROWNING SEMI AUTOMATIC .6 m/m, 35 NOT LOADED W/ POUCH

(Evidence Lm)

CHANGE LOCKS 215 PM



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 12/17/08

Voting Session: Tuesday, December 23, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR HIGH PRESSURE DRY ICE BLASTER SYSTEM, IFB NO. B090035-NB, TO THE SOLE BIDDER, HOTSY CARLSON EQUIPMENT COMPANY. (TNR)

Points of Contact:

Purchasing: Nancy Barchus 854-9764

Department: TNR, Joe Gieselman, Executive Manager, Vincent Moraida, 854-9383, Christina Jensen, 854-9383

County Attorney (when applicable): John Hille, 854-9415

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract requires the vendor to provide a Karcher Dry Ice Blaster system IB 15/80 to Travis County Transportation and Natural Resources Department to be used by the department to provide an environmentally beneficial method of cleaning sensitive equipment without the use of harsh and abrasive chemicals.

On November 3, 2008, IFB # B090035-NB was issued through Bidsync. One (1) bid was received on November 24, 2008. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award a contract to the sole bidder, Hotsy Carlson Equipment Company.

Two vendors invited to bid but declined to bid stated that they do not carry the product we specified or an approved equal.

- **Contract Expenditures:**

- **Contract-Related Information:**

Award Amount: \$27,300.90

Contract Type: One Time Purchase

Contract Period:

➤ **Solicitation-Related Information:**

Solicitations Viewed: 209

Responses Received: 1

HUB Information: 0

% HUB Subcontractor: N/A

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: # 388808

☒ Funding Accounts: 001-4952-621-8021

☒ Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

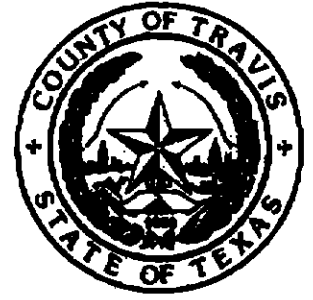
DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



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

December 9, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Joseph
FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Award of Solicitation B090035NB – High Pressure Dry Ice Blaster System

TNR has reviewed the above referenced bids and recommends award to the low bidder, Hotsy Carlson Equipment.

The commodity/sub-commodity code for this is 075/019. The budgeted line item is 001-4952-621-8021.

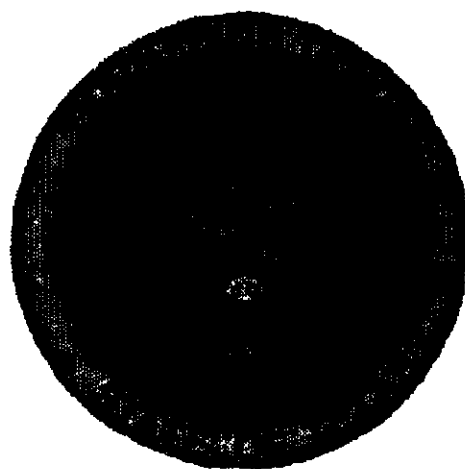
If you need additional information, please contact Christina Jensen at 854-7670.

CJ:JPG:cj
Contract File

CJD

**Bid Tabulation Packet
for
Solicitation B090035-NB**

HIGH PRESSURE DRY ICE BLASTER SYSTEM



Travis County

Bid #B090035-NB - HIGH PRESSURE DRY ICE BLASTER SYSTEMCreation Date **Sep 25, 2008**End Date **Nov 24, 2008 12:00:00 PM CST**Start Date **Nov 3, 2008 10:08:57 AM CST**Awarded Date **Not Yet Awarded**

B090035-NB-1-01 KARCHER DRY ICE BLASTER (Model IB 15/80 SYSTEM) OR APPROVED EQUAL					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Hotsy Carlson Equipment	First Offer - \$27,300.90	1 / each	\$27,300.90		Y
Agency Product Code:		Supplier Product Code: IB 15/80			
Agency Notes:		Vendor Notes: Karcher Dry Ice Blaster IB15/80			

B090035-NB-1-02 WARRANTY INFORMATION					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Hotsy Carlson Equipment	First Offer - \$0.00	1 / each	\$0.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Vendor Notes: WARRANTY PERIOD: 1 year EXTENDED WARRANTY PER YEAR COST: 6296 EXTENDED WARRANTY PERIOD: 2 year Manufacturer warranty is a 1 year parts and labor. Buyer has the option to extend the warranty to a 2 year dealer warranty which including consumables, parts and labor for an additional cost of 6296.00.			

Vendor Totals

Hotsy Carlson Equipment		\$27,300.90 (2/2 items)
Bid Contact	Renee Beardsley <u>renee@hotsycarlson.com</u> Ph 512-442-2267 Fax 512-442-3190	Address 4714 Nuckols Crossing Road Austin, TX 78744
Qualifications	SB	
Bid Notes	EXTENDED 2 YEAR HOTSY CARLSON DEALER WARRANTY INCLUDES THE CONSUMABLES SUCH AS HOSES & NOZZLES AS WELL AS STANDARD PARTS AND LABOR.	
Agency Notes:	Vendor Notes: EXTENDED 2 YEAR HOTSY CARLSON DEALER WARRANTY INCLUDES THE CONSUMABLES SUCH AS HOSES & NOZZLES AS WELL AS STANDARD PARTS AND LABOR.	

Award Total

\$27,300.90 (Does not apply to percentage or no price items.)

**

Hotsy Carlson Equipment

Bid Contact **Renee Beardsley**
renee@hotsycarlson.com
Ph 512-442-2267
Fax 512-442-3190

Address **4714 Nuckols Crossing Road**
Austin, TX 78744

Qualifications **SB**

Bid Notes **EXTENDED 2 YEAR HOTSY CARLSON DEALER WARRANTY INCLUDES THE CONSUMABLES SUCH AS HOSES & NOZZLES AS WELL AS STANDARD PARTS AND LABOR.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Doc
B090035-NB-1-01	KARCHER DRY ICE BLASTER (Model IB 15/80 SYSTEM) OR APPROVED EQUAL	Supplier Product Code: IB 15/80 Karcher Dry Ice Blaster IB15/80	First Offer - \$27,300.90	1 / each	\$27,300.90		Y
B090035-NB-1-02	WARRANTY INFORMATION	Supplier Product Code: WARRANTY PERIOD: 1 year EXTENDED WARRANTY PER YEAR COST: 6296 EXTENDED WARRANTY PERIOD: 2 year Manufacturer warranty is a 1 year parts and labor. Buyer has the option to extend the warranty to a 2 year dealer warranty which including consumables, parts and labor for an additional cost of 6296.00.	First Offer - \$0.00	1 / each	\$0.00		Y
Vendor Total					\$27,300.90		

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

11/25/08

14:40:49

Fiscal Year	:	2009
Account number	:	1-4952-621.80-21
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	52 FLEET SERVICES
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	80 CAPITAL EQUIPMENT
Object	:	21 AUTOMOTIVE REPAIR & EQMT

Budget	:	30,000
Encumbered amount	:	.00
Pre-encumbered amount	:	30,000.00
Expenditures	:	.00
Total expenditures	:	30,000.00
Balance	:	.00

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000388808

REQUISITION BY: CHRISTINA JENSEN 854-9383 STATUS: AUDITOR APPROVAL DATE: 9/25/06
REASON: CONTRACT PURCHASE

SHIP TO LOCATION: TNR - SATELLITE ONE SUGGESTED VENDOR: 49753 HOTSY CARLSON EQUIPMENT CO DELIVER BY DATE: 9/30/08

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HIGH PRESSURE DRY ICE BLASTER SYSTEM KARCHER 115V/5AMP SYSTEM ITEM #IB 15/80 TO INCLUDE: OPERATIONAL AND MAINTENANCE TRAINING FREE TRAINING UPDATES AS REQUIRED COMMODITY: AUTO SHOP EQUIPMENT & SUP SUBCOMMOD: CLEANING & WASHING EQUIP	1.00	EA	27300.9000	27300.90

REQUISITION TOTAL: 27300.90

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

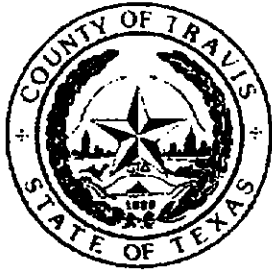
LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149526218021	CAPITAL EQUIPMENT		27300.90
		AUTOMOTIVE REPAIR & EQMT	100.00	

27300.90

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20060925 RT COURT
9/11/08 RETURNED.GMC
20080915 RT BID
9/16/08 BMD FOR UPDATE.GMC
MIKE, PLEASE KEEP THIS OPEN. THIS WAS A
ROLLOVER. WE HAVE SENT THE SPECS TO
PURCHASING THIS WEEK TO BID OUT.CJ.GMC
12/10/08 SENT BACK.GMC



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 12/18/08

Voting Session: Tuesday, December 23, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SOCIAL SERVICES CONTRACTS AS FOLLOWS:

- A. APPROVE 42 CONTRACTS WITH VARIOUS CONTRACTORS FOR SOCIAL SERVICES. (SEE ATTACHMENT A FOR LISTING OF CONTRACTORS POSTED WITH THIS AGENDA).
- B. AUTHORIZE COUNTY PURCHASING AGENT TO SIGN ALL CONTRACTS ON ATTACHED LIST ON THE COURT'S BEHALF.

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.

In 2003, City and County staff began making a concerted effort to address concerns regarding the City/County social service investment process that were brought forward during the Community Action Network (CAN) Funding Forum in May 2003, other CAN retreats, and at various community planning meetings. This feedback resulted in the development of the Social Service Investment Process (SSIP) that focused on both administrative improvements and an overall investment strategy for City and County social service funding. The SSIP is a comprehensive framework that increases flexibility and maintains critical services. The framework consists of three categories of investments: safety net infrastructure, coordinated/integrated delivery systems, and component services of continuums of care.

Attached is the list of 42 contracts requested for approval. Of these contracts, 10 provide safety net/infrastructure services which include acute treatment/intervention services to meet urgent health, safety and subsistence needs of individuals who have the fewest resources.

32 contracts provide coordinated and component services include programs involving service delivery across multiple providers to create greater continuity of service, ensure better outcomes for participants, and improve efficiency; more specifically, it includes investments in HIV services, mental health, substance abuse, workforce development, homeless services, early education and care, children and youth systems of care, and children of youth after-school gaps.

➤ **Contract-Related Information:**

Award Amount: See Attachment A
Contract Type: Professional Services
Contract Period: January 1, 2009-December 31, 2009

➤ **Contract Modification Information:**

Modification Amount: NA
Modification Type: NA
Modification Period: NA

➤ **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.: **See Attachment A**
☒ Funding Account(s): **001-5891-611-6294**
001-5891-611-6290

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified X Not Verified by Auditor.

Approved_____ Disapproved_____

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

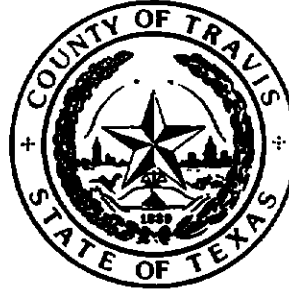
Attachment A

CONTRACT YEAR 2009 SOCIAL SERVICE FUNDING

Travis County Health & Human Services and Veterans Services Department

Group A: INFRASTRUCTURE / SAFETY NET CONTRACTS		2009 Award	FY2009	FY2010	Req #	Issue Area
1	Austin Child Guidance Center	\$101,343	\$76,007	\$25,336	457428	Behavioral Health - MH
2	Austin Children's Shelter	\$49,203	\$36,902	\$12,301	457430	Housing
3	Capital Area Food Bank	\$57,766	\$43,325	\$14,442	457431	Basic Needs
4	Caritas of Austin: Best Single Source	\$262,500	\$196,875	\$65,625	457433	Housing Continuum
5	Caritas of Austin: Basic Needs (CPS & Kitchen)	\$127,980	\$95,985	\$31,995	457434	Basic Needs
6	Court Appointed Special Advocates of Travis County	\$85,000	\$63,750	\$21,250	457435	Legal Services
7	Meals on Wheels and More, Inc. - Meals on Wheels	\$115,027	\$86,270	\$28,757	457436	Supportive Services
7.a.	Meals on Wheels and More, Inc. - Congregate Meals	\$57,000	\$57,000	\$0	457437	Supportive Services
8	Sustainable Food Center, Inc.	\$19,321	\$14,491	\$4,830	457438	Public Health
9	Travis County Domestic Violence and Sexual Assault Survival Center	\$184,964	\$138,723	\$46,241	457439	Behavioral Health - MH
10	Youth & Family Alliance: Housing & Homeless Services	\$140,107	\$105,080	\$35,027	457440	Housing
1	American Youthworks - Workforce Development	\$66,145	\$49,609	\$16,536	457441	Workforce Dev
1.a.	American Youthworks - Workforce Development	\$135,847	\$135,847	\$0	457442	Workforce Dev
2	American Youthworks - Parks	\$83,300	\$62,438	\$20,812	457443	Workforce Dev
3	Any Baby Can of Austin, Inc.	\$179,538	\$134,654	\$44,885	457446	Child and Youth Dev
4	Arc of the Capital Area, The: Case Management	\$72,631	\$54,473	\$18,158	457448	Sup Svc Ind Living
4.a	Arc of the Capital Area, The: Juvenile Justice	\$25,025	\$18,769	\$6,256	457450	Legal Svcs
5	Austin Academy, The	\$43,609	\$32,707	\$10,902	457451	Workforce Dev
6	Austin Area Urban League, Inc.	\$45,774	\$34,331	\$11,444	457453	Workforce Dev
7	Austin Tenants' Council	\$24,848	\$18,636	\$6,212	457454	Housing Continuum
8	Big Brothers Big Sisters of Central Texas, inc.	\$62,257	\$46,693	\$15,564	457455	Child and Youth Dev
9	Blackland Community Development Corporation - Transitional Housing	\$9,301	\$6,976	\$2,325	457456	Housing Continuum
8.a.	Blackland Community Development Corporation - Rehab Program	\$26,233	\$26,233	\$0	457457	Housing Continuum
10	BookSpring	\$13,126	\$9,845	\$3,282	457459	Education
11	Capital Area Mental Health	\$17,174	\$12,881	\$4,294	457460	Behavioral Health - MH
12	Capital Investing in Development and Employment of Adults, Inc.	\$700,213	\$525,160	\$175,053	457462	Workforce Dev
13	Child Inc.	\$208,780	\$156,585	\$52,195	457463	Child and Youth Dev
14	Community Partnership for the Homeless - Transitional Housing	\$38,934	\$29,200	\$9,734	457464	Housing Continuum
14a	Community Partnership for the Homeless - Supportive Housing	\$12,978	\$9,734	\$3,244	457466	Housing Continuum
15	Crime Prevention Institute, Inc.	\$53,813	\$40,360	\$13,453	457468	Justice & Reentry
16	Easter Seals of Central Texas - Employment Solutions	\$64,500	\$48,375	\$16,125	457469	Workforce Dev
16a	Easter Seals of Central Texas - Development Solutions	\$123,241	\$92,431	\$30,810	457471	Health/Access

17	Family Eldercare, Inc.	\$32,415	\$24,311	\$8,104	457473	Supportive Services
18	Foundation for the Homeless, Inc.	\$13,310	\$9,983	\$3,328	457474	Housing Continuum
19	Goodwill Industries of Central Texas	\$137,439	\$103,079	\$34,360	457517	Workforce Dev
20	Greater Calvary Rites of Passage Development, Inc.	\$31,482	\$23,612	\$7,871	457475	Child and Youth Dev
21	Helping the Aging, Needy & Disabled (HAND)	\$22,849	\$17,137	\$5,712	457500	Sup Svc Indep Liv
22	Immigration Counseling and Outreach Services	\$10,305	\$7,729	\$2,576	457476	Legal Svcs
23	Out Youth Austin	\$12,880	\$9,660	\$3,220	457477	Behavioral Health - MH
24	Planned Parenthood of Austin Family Planning, Inc.	\$29,601	\$22,201	\$7,400	457478	Health/Access
25	River City Youth Foundation	\$45,083	\$33,812	\$11,271	457479	Child and Youth Dev
26	Salvation Army - Pathways and Partnerships	\$98,319	\$73,739	\$24,580	457480	Housing Continuum
27	Skillpoint Alliance-Intermediary & Construction Gateway	\$244,965	\$183,724	\$61,241	457481	Workforce Dev
28	Texas RioGrande Legal Aid, Inc.	\$173,675	\$130,256	\$43,419	457487	Legal Svcs
29	Vaughn House, Inc.	\$47,229	\$35,422	\$11,807	457489	Workforce Dev
30	Workers Assistance Program	\$43,503	\$32,627	\$10,876	457490	Behavioral Health - SU
31	Young Women's Christian Association of Greater Austin	\$90,596	\$67,947	\$22,649	457491	Behavioral Health
32	Youth and Family Alliance (Lifeworks) - ABE/ESL	\$33,249	\$24,937	\$8,312	457499	Education
32a	Youth and Family Alliance (Lifeworks) - Counseling	\$94,585	\$70,939	\$23,646	457495	Child and Youth Dev
32b	Youth and Family Alliance (Lifeworks) - Youth Development	\$72,561	\$54,421	\$18,140	457492	Child and Youth Dev
TOTAL: Coordinated and Component Services		\$4,441,524	\$3,385,876	\$1,055,597		

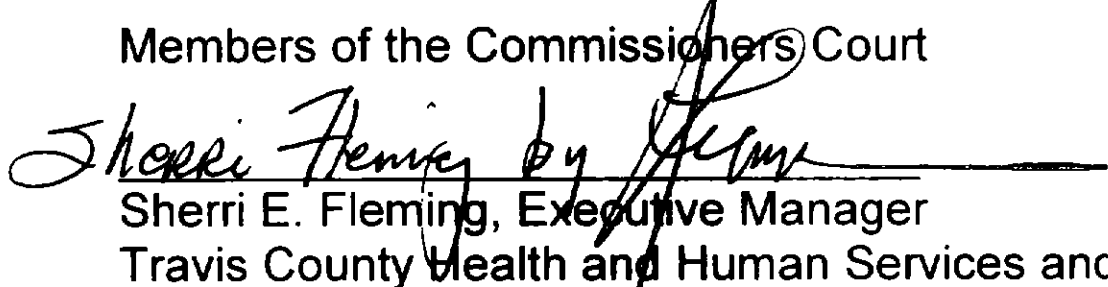


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERAN SERVICES
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

DATE: December 9, 2008

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veteran Services

SUBJECT: Acceptance of the Social Services Contracts for 2009

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve contracts with social service agencies.

Summary and Staff Recommendation:

In 2003, City and County staff began making a concerted effort to address concerns regarding the City/County social service investment process that were brought forward during the CAN Funding Forum in May 2003, other CAN retreats, and at various community planning meetings over the last several years. This feedback resulted in the development of the Social Service Investment Process (SSIP) that focused on both administrative improvements and an overall investment strategy for City and County social service funding. The SSIP is a comprehensive framework that increases flexibility and maintains critical services. The framework consists of three categories of investments: safety net infrastructure, coordinated/integrated delivery systems, and component services of continuums of care.

The department is recommending the Court approve contracts with nine (9) safety net/infrastructure vendors with ten (10) contracts. The vendors in this category provide

services, which stabilize or provide acute treatment/intervention services to meet urgent health, safety and subsistence needs of individuals who have the fewest resources.

The department is also recommending the Court approve contracts with thirty-two (32) coordinated and component service vendors. Beginning with contract year 2009 this group of contracts will incorporate three contracted programs into the Social Service contract group.

Included this year is the one-time-funding of \$26,233 awarded Blackland Community Development Corporation to assist with their facilities. Blackland will report performance based on the number of clients served by the program receiving this funding. The program is being added as a second program to Blackland's Social Service contract.

The American Youthworks' Parks program contract for \$83,300, is being incorporated and transitioned into the Social Services contracts during the 2009 contract period.

With the City of Austin's strategic shift away from supporting services in the County's rural centers the Department is contracting directly with Meals on Wheels and More for the provision of Congregate Meals for elderly County residents. This program began receiving County funds directly in October 2008 and is being included in the Social Services group of contracts as a second program to the Meals on Wheels' Social Services contract.

Budgetary and Fiscal Impact:

Nine (9) months of funding (January – September 2009) is available in the FY 2008-2009 budget. Funding for the October—December 2009 portion of the contracts will be included in the proposed budget for FY 2009-2010. (See Attachment A)

Account # 001-5891-611-6294:	\$ 920,902
FY '09: January – September 2009:	\$ 690,677
FY '10: October – December 2009:	\$ 230,225

Account # 001-5891-611-6290	\$ 3,520,572
FY '09: January – September 2009:	\$ 2,695,199
FY '10: October – December 2009:	\$ 825,373

Issues and Opportunities:

During the 2008 contract year one agency, Out Youth Austin's contract contained Special Conditions. Out Youth experienced challenges organizationally including vacancies in key staff positions and difficulty meeting contracted performance expectations. Out Youth's Special Conditions consist of an action plan the agency will follow to ensure performance and organizational stability. During the 2008 contract

year, Out Youth substantially met the terms of the Special Conditions and will not have special conditions in their 2009 contract.

Calendar year 2008 marks the second year Travis County HHS&VS staff administered the Social Service contracts in-house. During this year of directly managing these contracts all providers participated in a County administered Administrative & Fiscal Review Process, all agencies received on-site invoice verification monitoring visit and approximately two-thirds received on-site verification of reported performance. The 2008 contract year has continued the successful transition of these contracts from a joint process to an independent contract monitoring and contract management process.

Background:

Travis County currently invests over \$4.4 million in social services through the joint investment with the City of Austin. While joint contract management ended with the beginning of the 2007 contract term the commitment to providing social services that impact the community has not changed. The attached list of contracts represents \$4,441,473 in contract awards.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Christian Smith, 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
Kathleen Haas, Interim Finance Manager, TCHHS/VS
Jim Lehrman, Division Director, Office of Children's Services, TCHHS/VS
Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
Olie Pope, Division Director, Veterans Services, TCHHS/VS
Andrea Colunga-Bussey, Division Director, Family Support Services, TCHHS/VS

PROFESSIONAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

AND

FOR

SOCIAL SERVICES

CONTRACT NO. PS0_____

 **DRAFT**

SOCIAL SERVICES CONTRACT
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CONTRACT FOR SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND

I. PARTIES

This Contract ("Contract")
is entered into by the following Parties:

Travis County, a political subdivision of Texas ("County") and

_____, ("Contractor")
[contractor name] (designation of type of legal entity)

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

III. DEFINITIONS

1.0 In this Contract,

- 1.1 "CAN" means the Community Action Network.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Sections 6.0 - 8.0, and other applicable provisions of this Contract.
- 1.4 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.
- 1.5 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.
- 1.6 "County Department." "Department" and/or "TCHHSVS" mean the office of Travis County Health, Human Services and Veterans' Services.
- 1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.
- 1.8 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.
- 1.9 "Eligible Client" means a person who is:
- (a) a person in a particular program as designated by County who meets any specific eligibility criteria described in this Contract.

AND

- (b) a person who meets statutory and/or Contract requirements necessary to receive services under this Contract.
- 1.10 "Executive Manager" means Sherri Fleming, Executive Manager of Travis County Health, Human Services and Veterans' Services, or her successor or designated representative.
- 1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any

October 1 and the next following September 30.

1.12 "Is doing business" and "has done business" mean:

1.12.1 Paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.12.2 Loaning or receiving a loan of money, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.12.3 but does not include:

1.12.3.1 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.

1.12.3.2 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 as determined by Contractor in the ordinary course of its business; and

1.12.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment G.

1.14 "Parties" and "Party" means the County and/or Contractor.

1.15 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.

1.17 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.18 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.19 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor, and any party or parties providing services for Contractor

which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties agree that this Contract shall continue in full force for the Initial Term which begins _____, and terminates _____, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 Renewal Term(s)

2.2.1 **Written Renewal.** Unless sooner terminated in compliance with the provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.2.2 **Renewal Provisions.** Unless sooner terminated pursuant to the terms of this Contract, and conditioned upon the approval by the Commissioners Court of continued funding during the budget process related to the Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed under Section 2.2 by written agreement signed by County and Contractor for up to six (6) additional one-year periods, or for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew 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 4.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 CONTRACT FUNDS

3.1 **Contract Funds Amount.** Subject to Sections 6.0 - 8.0, and other applicable provisions, during the Initial Term, County shall make available for payment to Contractor for services provided pursuant to the terms of this Contract, funds in an amount not to exceed:

\$ _____

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 **Written.** Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 4.0.

4.2. **Authority to Change.** CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

4.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 4.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission.** Contractor shall submit all requests for all Amendments (including all changes, modifications, alterations, additions or deletions) of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the Executive Manager. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing agent under Section 4.5).

4.5 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

5.0 **ENTIRE AGREEMENT**

5.1 **All Agreements.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

5.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

- | | | |
|-------|--------------|------------------------------------|
| 5.2.1 | Attachment A | Work Statement |
| 5.2.2 | Attachment B | Special Conditions (if applicable) |
| 5.2.3 | Attachment C | Program Budget |
| 5.2.4 | Attachment D | Performance Report Form |
| 5.2.5 | Attachment E | Financial Forms |

- (i) Compliance Certification Form
- (ii) Payment Request Form
- (iii) Expenditure Report Form
- (iv) Budget Revisions Request Form
- (v) Travel Form
- (vi) Time and Attendance Report (or form approved by County)
- (vii) Instructions for County Invoicing
- 5.2.6 Attachment F Insurance Requirements
- 5.2.7 Attachment G Ethics Affidavit and Conflict of Interest Questionnaire

V. FINANCIAL PROVISIONS

6.0 CONTRACT FUNDS

6.1 **Maximum Funds.** Subject to the requirements of this Section 6.0 and other applicable provisions of this Contract, 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 Initial Contract Term:

\$ _____

6.2 Fiscal Year Limitations.

6.2.1 **County Budget.** Contract Funds will be provided as further set forth in Attachment C, "Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and Section 6.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term unless Sections 3.0 and 6.1 are changed pursuant to Section 4.0, "Amendment," and that the total costs of this Contract shall in no event exceed the amount included in the County's budget and designated for this purpose for this Contract unless or until an increase in the County budget is approved by the Commissioners Court. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the "Budget" will be amended, as necessary, for each Renewal Term to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 **Fiscal Year Division.** Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total set forth in Section 6.1, Contractor cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

- (a) January 1, _____ - September 30, _____ (75% of Total)
\$ _____

(b) October 1, _____ - December 31, _____ (25% of Total)
\$ _____

6.2.3 Subsequent Fiscal Year Funding. Contractor agrees that Contractor cannot invoice and will not be paid for services provided between January 1, _____, and September 30, _____, from designated under Section 6.2.1(b). Contractor agrees that funds set out in Section 6.2.1(b) are contingent upon approval of such funding for the Contract by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, _____; and that the amount set forth under Section 6.2.1(b) may be decreased or eliminated by the Commissioners Court during that budget process without liability of County to Contractor. This Section 6.2 will apply to any future Contract Term(s) within the Fiscal Year dates applicable to that Contract Term(s).

6.2.4 Budget Period Limits. In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this Contract.

7.0 INVOICING AND PAYMENT

7.1 Request for Payments.

7.1.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Section 7.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Request for Payment form(s) (Attachment E) and complete backup documentation. Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

7.1.2 Timely Filing of Request.

(a) Filing. The Request for Payment form(s) shall be filed with the TCHHSVS within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment form(s) may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by TCHHSVS of that complete and correct (as defined in this Contract) Request for Payment in accordance with the Prompt Payment Act (TEX. GOVT'. CODE, Chapter 2251).

(b) Request Limitation. County shall not be liable to Contractor for any costs incurred and paid

by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) shall be considered disallowed and may not be paid by County.

7.1.3 Content. Billing detail must include, at a minimum, that information set forth in Section 18.2, and other applicable provisions, of this Contract. Contractor may only request payment for actual costs incurred and paid by Contractor pursuant to the terms of this Contract.

7.1.4 Complete and Correct Request. Contractor understands and agrees that the payment by County of the Request for Payment amount will only be made where a complete and correct Request for Payment is determined by County to have been filed.

7.1.5 Contractor Corrections. If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment being certified by County for Payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHSVS result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251) will only begin at the receipt of the Request for Payment by TCHHSVS of what is determined, pursuant to this Subsection 7.1.5 and other applicable provisions, to be a complete and correct Request for Payment.

7.1.6 County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. Contractor understands and agrees that consent under this Subsection 7.1.6 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Request for Payment will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the discrepancy involves and increase in the amount to be paid, the Request for Payment will be returned to Contractor for correction.

8.0 CONTRACT FUNDS RESTRICTIONS

8.1 County Payment.

8.1.1 Reimbursement Only. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2 Department Determination. County and Contractor also agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

8.1.3 Pre/Post-Term Debts. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; for any payment for services or activities not provided pursuant to the terms of this Contract.

8.2 Maintenance of Funds. The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request of County.

8.3 Allowable Costs - Direct Performance. References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms of this Contract by Contract Funds. Costs shall be considered allowable only if, as determined by County, those costs are:

- (a) incurred and paid by Contractor directly and specifically in the performance of this Contract; and
- (b) incurred and paid by Contractor pursuant to all requirements of this Contract; and
- (c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.
- (e) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract.

(f) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

8.4 **Indirect Costs.** Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

8.5 **Specific Prior Authorization- Items NOT in Contractor's Budget.** Section 8.3 notwithstanding, if the following are NOT in Contractor's specific budget documents (specific inclusion in the budget document will be considered approval), County's **prior** written authorization, through County Department, by the Executive Manager, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

8.5.1 **Non-Expendable Capital Acquisition.** Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(a) The following if with a value of more than \$500.00: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(b) any other tangible non-expendable property with a value of more than \$5,000.00.

8.5.2 **Facilities.** Alteration or relocation of facilities.

8.5.3 **Professional Services.** The acquisition of all consultant or professional services, as may be approved under the terms of this Contract. All consultant or professional services must be documented utilizing the appropriate County form.

8.5.4 **Out Of Town Travel.** Out of town travel shall be approved/reimbursed pursuant to Section 8.6.

8.5.5 **Notification.** Contractor shall provide County, through TCHHSVS, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure timely payment.

8.5.6 **Failure to Obtain Approval.** Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6 **Out of Town Travel Expenses.**

8.6.1 **Allowable Travel.** In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting

documentation available for review by County). Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship shall be made solely by County and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure written County determination prior to incurring the travel cost, or risk such costs being disallowed by County.

8.6.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment E(v). If that Travel Form has not been completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the Executive Manager or his designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense. Expenses set out in the Travel Form must meet the requirements in Section 8.6.4 below and must fall within the amount set forth in Contractor's budget for travel.

8.6.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed; and may not be paid by County, or payment may be delayed.

8.6.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this Contract unless those expenses meet the following criteria (and documentation is provided/made available supporting compliance with these requirements) and all requirements of this Section 8.6:

(a) Mileage -

- Reimbursed at the annual standard rate set by the Internal Revenue Services.
- Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
- Travel out of county greater than 1000 miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
- Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.

(b) Air Fare -

- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

(c) Accommodations -

- Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
- Supporting documentation of lodging place and quoted rates must be provided

- (d) Meals -
 - \$39.00 per day including gratuities without receiptsOR
 - Up to \$50.00 per day for meals and gratuities up to 15% if receipts are submitted
 - Only if required to be away from home overnight
 - No reimbursement for alcoholic beverages
- (e) Incidental Expenses -
 - Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
 - Mileage for two round trips to airport if choose to get a ride instead of parking
 - Cab fare to and from airport
 - No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
 - No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
 - No payment for food and/or beverages provided at meetings or in-house training
- (f) Alternate Travel -
 - May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Out of town travel expenses under this Section 8.6 which do not meet the specified County criteria cannot be approved by the Executive Manager, but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of-town travel expenses must be included in Contractor's budget.

8.7 **Overtime Compensation.** Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

- (a) Amount is included in the Contractor's budget; and
- (b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and
- (c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and
- (d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

8.8 **Non-Allowable Costs.** The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract and may not be included in Contractor's budget:

- (a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current

year benefits, prior year benefits, or future year benefits.

- (b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.
- (c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's own meal and beverage expenses incurred during out-of-town trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County.
- (d) Legislative consultant services.
- (e) Donations to non-profit or private organizations.
- (f) Legal services provided to Contractor.
- (g) General consulting services that are not directly provided as a specific program service.

9.0 RETURN OF CONTRACT FUNDS

9.1 **Contractor Liability.** Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County that payment or advance:

- 9.1.1 has resulted in overpayment
- 9.1.2 has not been spent strictly in accordance with Contract terms
- 9.1.3 exceeds the total expenditures actually reported by Contractor
- 9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s)
- 9.1.5 was inappropriately transferred according to Section 11.0

9.2 **Return of Funds.** Return of funds under this Section 9.0 shall be made by Contractor to County within thirty (30) days of request by County. County may offset the amount of any funds owed under this Section against the next advance or payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 AUDIT

10.1 **Annual Audit.** Unless otherwise authorized by County, through TCHHSVS, under the terms of this Contract, Contractor shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

10.1.1 Single Audit.

a. Single Audit Act Application. For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of \$500,000 or more in Federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. No Single Audit Act Application. Contractors not subject to the Single Audit Act, and expending \$500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than \$500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's Fiscal Years in which County Funds are provided.

10.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

10.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

10.1.4 Copies. Contractor shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through TCHHSVS within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a

reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

10.1.5 Continued Obligation. The expiration or termination of this Contract shall in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

10.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 10.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

10.2 County Audit. Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

10.3 Facilitation. Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 10.0 that County may reasonably require of Contractor. Such action shall include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit, and the County shall consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace shall be made available to County or their designees, and all requested records shall be made readily available.

10.4 Contractor Audit Records.

16.4.1 Content. Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit shall include, but not be limited to accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of

whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

16.4.2 Subcontractors. Contractor shall require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 10.0, and any other provisions so designated within this Contract, by inserting the requirements in this Section 10.0 in any written contract agreements executed between the Contractor and other related parties.

11.0 TRANSFER OF FUNDS. Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

11.1 the transfer moves funds **ONLY** between line items within the SAME funding source (as set forth in Section 6.0) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCHHSVS for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

11.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 6.1; and

11.3 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County through TCHHSVS prior to transfer; and

11.4 Contractor submits a budget revision form to the County through TCHHSVS prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes.

11.5 Contractor agrees that failure to meet the requirements of Section 11.1 - 11.4 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 FORMS

12.1 **W-9 Taxpayer Identification Form**. Contractor shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during the Initial Term or any Renewal Term of the Contract, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 26.0 and 28.0, as applicable.

12.2 **IRS 990 Form.** Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

13.0 **OUTSTANDING DEBT.**

13.1 **Assignment for Taxes.** Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and performance provided under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

13.2 **Disbursements to Persons With Outstanding Debt.** Contractor agrees that:

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code.

13.2.2 Pursuant to Section 13.2.1, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until:

- (a) the County Treasurer notifies the Contractor in writing that the debt is outstanding; and
- (b) the debt is paid.

13.2.3 "Debt" as used in this Section 13.0 includes delinquent taxes, fines, fees and indebtedness arising from written agreement with the County.

13.2.4 County may apply funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 13.2.2 above if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

13.3 **Payment of Taxes.** Contractor agrees that Contractor will be liable for compliance with all federal, state, and local laws and requirements regarding: income tax, payroll tax, withholding, excise tax and any other taxes. Contractor accepts responsibility for the compensation of employees for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor or required by law and for providing federal and state

unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor will not be treated as an employee of County with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. County will not be responsible for payment of any of the above costs of Contractor.

13.4 **Non-delinquency on Federal Debt.** Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

4.1 Services and Activities.

14.1.1 **Requirements.** During any Contract Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, (based on information and data as provided by and through Department) services and activities in accordance with the terms of Attachment A, "Work Statement" Attachment B, "Special Conditions (if applicable)" and Attachment C, "Program Budget;" and with all other terms and conditions stated in this Contract.

14.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

- (a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:
- (b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

14.1.3 **Assurance of Intent.** Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor provide to County written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this

Contract.

14.2 **Policies.**

14.2.1 **General Policies.** The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Section 5.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

14.2.2 **Grievance Policies.**

a. **Procedure.** Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

b. **Monitoring.** Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances shall be maintained by Contractor and made available for monitoring by County through the County Department.

14.3 **Contractor Communication.**

14.3.1 **TCHHSVS and ATCHHSD.** Contractor understands and agrees that this contract is entered into by and between Contractor and County only. While there may be some interaction between TCHHSVS and the City of Austin's Travis County Health and Human Services Department ("ATCHHSD"), or other City of Austin-related departments, those activities will be administrative in nature and operating only between TCHHSVS and ATCHHSD as determined by those two entities. Neither the terms of this Contract nor activities between TCHHSVS and ATCHHSD infer, imply or create any responsibility or obligation between the City of Austin and Contractor.

14.3.2 **General Communication.** Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract shall initially

be presented by Contractor to the County Department through the Executive Manager.

14.4 **Miscellaneous Provisions.**

14.4.1 **Other Agreements.** It is understood and agreed by both Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

14.4.2 **Non-retaliation.** Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

14.4.3 **Contractor Responsibility.** Contractor shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) shall not constitute a defense or basis for waiving or appealing such provisions of requirements.

14.5 **Directors' Meetings.** Contractor shall keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above shall be provided to County Department.

14.6 **Ownership of Property.**

14.6.1 **Capital Acquisition Property ("Property").** For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds.

14.6.2 **Title.** To the extent that Contract Funds are used to purchase any Property, title to such Property shall vest in Contractor subject to the requirements of this Section 14.6.

14.6.3 **Notice.** Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes. Written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 14.6. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract (or the time which title vests in

Contractor under Section 14.6.7) as required under Section 14.6.9. Records and reports shall contain the necessary information and documentation to support compliance with this Section 14.6.

14.6.4 Encumbrances. Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

14.6.5 Budget. Property purchased by Contractor must be included and identified in Contractor's budget.

14.6.6 Contract Use. Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Section 14.6, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract and for two years after the termination of this Contract (or the time when title vests in Contractor under Section 14.6.7).

14.6.7 Time Limit. Limitations of this Section 14.6 only apply to Property which is less than twenty-four (24) months old. Once any Property is more than twenty-four (24) months old, the requirements of this Section 14.6 cease to apply, and the title to the Property shall vest in Contractor free and clear of any obligations to County.

14.6.8 Trade or Sale. If Contractor uses such Property as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property where replacement equipment is purchased. All requirements of this Section 14.6 shall attach to such replacement Property with time requirements as to the new Property beginning the date of purchase.

14.6.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 14.6. This Certification shall be included with the annual inventory provided under Section 14.6.3.

14.6.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Section 14.6 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent which instructions shall then be followed by Contractor.

14.6.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property and

equipment (Property) purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

14.6.12 Competitive Bidding. Contractor shall ensure that all purchases made using County Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to established and applicable statutory requirements relating to competitive bidding.

14.7 Long-Term Strategic Planing. Contractor agrees to participate to the extent possible in the long-term strategic planning process as developed by CAN and/or requested by County.

14.8 Insurance.

14.8.1 Requirements. Contractor shall have, and shall require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment F, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment F, "Insurance Requirements," may be imposed.

14.8.2 Submission of Certificate. Contractor shall submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent.

14.8.3 No Liability Limitation. Acceptance of insurance by County shall not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and shall not be construed to be a limitation of liability. Contractor shall provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract under the terms of this Section 14.8.

14.8.4 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.9 Indemnification and Claims.

14.9.1 INDEMNIFICATION. Contractor agrees to and shall indemnify and hold harmless County, its

officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. This indemnification shall apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.9.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

14.10 Materials and Publications. When material not originally developed by Contractor is submitted or included in a report, it shall have the source properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1.

14.11 Rights, Copyrights, Patents, and Licenses.

14.11.1 Property of County. All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (the year of publication), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

14.11.2 Copyright. All work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title,

and interest in and to said property shall vest in County upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest in such works are hereby irrevocably assigned to County. County shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract according to the terms of this Contract.

14.11.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this Contract and for ten (10) years after termination of this Contract. -

14.11.4 License to Use. To the extent that title to any work may not, by operation of law, vest in County or such work may not be considered a work made for hire or be assigned to County, Contractor hereby grants to County an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record.

14.12 Miscellaneous Responsibilities.

14.12.1 Employee Offenses.

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.2 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) shall provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE

(b) Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 14.12 2 of any Employee having direct contact with County clients, and shall maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT,

but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor shall also have in place a procedure for

addressing the work of any employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.12.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the Executive Manager, for a determination as to such request for waiver.

(d) Subcontractors. This Section 14.12.1 shall also apply to any employees of Subcontractors who have direct Client contact, and Contractor shall ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.12.1.

14.12.2 Offense Report. Contractor shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

14.12.3 Qualifications. If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

15.0 WARRANTS, AND ASSURANCES

15.1 Eligible Client Warranty. Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.

15.2 Accurate Information. Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

15.3 **No Duplication.** Contractor agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services be included in any Subcontracts.

15.4 **Benefit.** Contractor agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

15.5 **Maintenance of Effort.** Contractor agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

15.6 **Debarment, Suspension and Other Responsibility Matters.** This Section 15.6 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.
- (b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Section 15.6, Contractor shall provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

16.0 COMPLIANCE

16.1 **Federal, State and Local Laws.** Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable

federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's general conduct of business, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

16.2 Confidentiality.

16.2.1 Method. Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the lawful right of access to Eligible Client information.

16.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, through TCHHSVS, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

16.2.3 Masking. Upon authorization from County, through TCHHSVS, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

16.2.4 Collaboration. If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract.

16.2.5 Privacy. Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. Contractor shall, and shall ensure that its Subcontractors, maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

16.3 **Certification of Software, Hardware, Firmware and Micro Code Products.** Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

16.4 **Texas Public Information Act.** The Parties agree that this Contract, and all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOVT. CODE, Chapter 552, and all legal authorities relating to such Act, including, but not limited to, decisions and letter rulings issued by the Texas State Attorney General's Office.

17.0 **RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS**

17.1 **Retention of Records**

17.1.1 **Time Requirement.** Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later.

17.1.2 **Document Destruction.** Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation, bankruptcy, etc.)

17.2 **Client Records.**

17.2.1 **Maintenance.** Contractor shall create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain all medical records in accordance with all applicable statutes (including but not limited to HIPAA) and regulations governing medical information.

17.2.2 **Unduplicated Client Records.** Contractor shall maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. Contractor shall maintain a separate record for each unduplicated client. This client record shall contain at least the following information:

- (a) Name
- (b) Application date
- (c) Residential address and phone number

- (d) Date of Birth
- (e) Household Income
- (f) Eligibility information
- (g) Service rendered
- (h) Any support documentation
- (i) Family status
- (j) Number in household
- (k) Enrollment Date
- (l) Exit Date

Each Unduplicated Client reported in the Performance Report for designated programs shall correspond to a separate client record and support the services rendered to that Unduplicated Client.

17.3 **One-Time Services.** In addition to those records required under Section 17.2, Contractor shall create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records shall show the number of clients served and the type of Contract services provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be maintained by Contractor at County's request.

17.4 **Fiscal Records.** Contractor shall create and maintain all necessary fiscal records and documentation required under this Contract and as necessary to support performance of this Contract.

17.5 **Access.** Contractor shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

17.6 **Adjustment.** Contractor may, at any time, request in writing to the Executive Manager that County clarify or provide a waiver of all or a portion of the record requirements in this Section 17.0. Only waivers under this Section 17.6 granted by County Executive Manager in writing will be effective to change any requirement in this Section 17.0.

17.7 **Rights to Materials.** Subject to the applicable requirements of this Sections 17.0, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

18.0 **REPORTING REQUIREMENTS**

18.1 Performance Reports.

18.1.1 General Performance Reports. Contractor shall submit data in accordance with the terms of Attachment D, "Performance Report Format," in Quarterly Performance Reports to be delivered to TCHHSVS as required by County within fifteen (15) days after the end of the quarter to which the report relates. This quarterly Performance Report will be submitted to TCHHSVS as an attachment to the Request For Payment (see Section 7.1) submitted for the last month of the quarter to which it relates. Performance Reports will identify data as it relates to different funding sources where applicable.

18.1.2 Modification to Performance Reports. County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Contractor without the necessity of a written Amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures pursuant to Section 4.0 of this Contract.

18.2 Reimbursement Reports. Pursuant to Sections 6.0 - 8.0, Contractor shall deliver to TCHHSVS reports that provide all of the information requested in the Request For Payment and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 6.0 - 8.0.

18.3 Final Close-Out Report. Contractor shall deliver a close-out report as required by TCHHSVS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

18.4 Financial Reports. Upon request by County, Contractor shall deliver to TCHHSVS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement, within thirty (30) days of completion of any such report and/or the latest such report created by Contractor.

18.5 Additional Reports. Contractor shall deliver to County Department within twenty (20) working days, any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

18.6 Changes in Reports. Contractor shall promptly provide TCHHSVS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

18.7 Corrections. County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor shall make the required corrections or revisions without additional costs to

County.

18.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it shall immediately notify County, through TCHHSVS, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

18.9 **Annual Report.** Upon request, Contractor, through its Board members, will provide County an annual report which will contain the same data and be in the same format as that of the Reports described in Section 7.0 of this Contract. Those performance measures, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

18.10 **Other Funding Sources.**

18.10.1 **Other Source Reports.** Upon request by County, Contractor shall provide County, through TCHHSVS, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

18.10.2 **Loss of Funding.** In the event that Contractor incurs a termination or significant loss of funding (10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract) from sources other than County upon which Contractor depends for performance under this Contract, Contractor shall:

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease.

(c) If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 4.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County

(d) Any decrease in services agreed to by County and Contractor shall also reflect a comparable decrease in the funding obligations of County set forth in Section 6.0 of this Contract, as evidenced in writing in an amendment made pursuant to Section 4.0 of this Contract, said amendment to include the effective date of such change and the corresponding change to the monthly payment or reimbursement obligation of County.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 LIMITATIONS

19.1 County Approval.

19.1.1 County's Satisfaction. Sections 6.0 - 8.0 notwithstanding, the Parties expressly agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.-

19.1.2 Responsibility and Liability. Approval of County, and/or payment under this Contract by County, shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 COUNTY OBLIGATIONS

20.1 Current Revenue Funds. County shall make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose. The parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

20.2 Poverty Income Guidelines. County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

20.3 County Confidentiality. County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

20.4 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, 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.

20.5 **County Training**. In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VIII. SUSPENSION/TERMINATION

21.0 **SUSPENSION**. If Contractor fails to comply with any term of this Contract, including but not limited to failure to deliver reports as required by this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract in whole or in part and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction as evidenced by written notice by County.

22.0 TERMINATION

22.1 **Reasons for Termination**. County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

22.1.1 **Failure to Comply**. Contractor has failed to comply with any term or condition of this Contract, including, but not limited to, the failure to deliver reports required by this Contract and/or make those corrections required by this Contract;

22.1.2 **County Funding Out**. During the budget planning and adoption process related to the second Fiscal Year included in the Contract Term, Commissioners Court fails to provide funding for this Contract for ~~the~~ that second County Fiscal Year following the beginning of the contract period;

22.1.3 **Contractor's Ability to Perform**. County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract; or Contractor is delinquent in the payment of taxes or cost of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor;

22.1.4 **Contractor's Ability to Conform**. Contractor is unable to conform to changes required by federal, state

and local laws or regulations; or

22.1.5 **Beneficial Results.** County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.2 **Notification.** County Purchasing Agent shall notify Contractor pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and, in the case of partial termination, the portion of the Contract to be terminated.

22.3 **Contractor Termination.** Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 26.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Section 22.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Section 22.3 upon finding that Contractor's claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 **Correction.** At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, County shall notify Contractor in compliance with Section 26.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where County affords Contractor the option to cure Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 **Results of Termination.**

22.6.1 **Cancellation of Outstanding Orders.** Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and shall cease to incur any and all Contract costs under them. County shall not be liable to Contractor for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract.

22.6.2 **Continued Liability.** Notwithstanding any exercise by County of its right of suspension under Section

21.0 of this Contract or of early termination pursuant to this Section 22.0 or any provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

22.6.3 **Transition.** Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

22.7 **Immediate Termination.** Nothing in this Section 22.0, or any other provision of this Contract, shall be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. County shall notify Contractor in writing (including fax and/or email) of such suspension. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

VIII. MISCELLANEOUS PROVISIONS

23.0 INDEPENDENT CONTRACTOR.

23.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 **Prior Approval.** Contractor shall not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments.

24.2 Contractor Responsibility.

24.2.1 Subcontractor Compliance. Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

24.2.2 Subcontract Terms. Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract; and with any provisions such as may be reasonably requested by County; and shall also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor shall warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

- (i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints; and
- (ii) to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract; and
- (iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor; and
- (iv) that County is not liable for any payment to Subcontractor; and
- (v) to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources; and
- (vi) to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 15.3 of this Contract; and

(vii) to assure Contractor's ability to meet all Contract requirements, including but not limited to reporting requirements.

24.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors. Contractor has the sole responsibility for payment for services rendered by Subcontractors with Subcontractor's sole recourse in the event of Contractor non-payment, insolvency or cessation of operations against Contractor or Contractor's bankruptcy estate. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

24.4 **HUB.** Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where suitable HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

24.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

24.6 **Payment to Subcontractor(s).** Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances from County corresponding to those services under the terms of this Contract. This Section 24.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 24.3.

25.0 MONITORING

25.1 **County Monitoring.** County, either directly or through TCHHSVS, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within thirty (30) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report

prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 NOTICES

26.1 **Requirements.** Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

26.2 **County Address.** The address of County for all purposes under this Contract shall be:

Sherri Fleming, Executive Manager (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

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

26.4 **Contractor Address.** The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

NAME OF DIRECTOR
AGENCY NAME
ADDRESS
Austin, Texas

26.5 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 26.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the Executive Manager and the Purchasing Agent within twenty (20) days of the change.

26.6 **Change of Name and/or Identity.** Contractor shall notify the Purchasing Agent and TCHHSVS Executive Manager immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. Notice shall include copies of relevant paperwork evidencing any change, including copies of new W-9 Form or other forms required to be filed to effect such change. No change in the obligation of or to Contractor will be recognized until it is approved by the Purchasing Agent and/or Commissioners Court (according to applicable statute and County policy). Failure to timely provide notice under this Section 26.6 may result in delay of payment. Where any change involves an assignment by Contractor of rights or obligations under this Contract, such assignment shall be approved by County pursuant to Section 28.0.

27.0 PROHIBITIONS

27.1 **County Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment G during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 Conflict of Interest.

27.2.1 **General Conflict.** Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

27.2.2 **Questionnaire.** The Contractor shall complete the Conflict of Interest Questionnaire attached to this Contract as Attachment G. Within seven (7) business days of executing this Contract, the Contractor

shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, by September 1, 2006, and each year thereafter for the duration of this Contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire, not later than the seventh (7th) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

27.3 **Solicitation.** Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

27.4 **Gratuities.** County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

27.5 **Nepotism.** Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

28.0 **ASSIGNABILITY**

28.1 **Written Approval.** County will not recognize assignment by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," shall be made in writing to the Purchasing Agent and the Purchasing Agent and Department shall submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

28.2 **Binding Agreement.** Subject to Section 28.1, this Contract shall be binding upon the successors,

assigns, administrators, and legal representatives of the Parties to this Contract.

29.0 LEGAL AUTHORITY

29.1 **Contractor Authority.** Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

29.2 **Signors.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

29.3 **Suspension.** County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 INTERPRETATIONAL GUIDELINES

30.1 **Computation of Time.** When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

30.2 **Numbers and Gender.** Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

30.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

30.4 **Use of Terms.** The Parties agree that the terms "shall" and "will" are used interchangeably in this Contract.

31.0 OTHER PROVISIONS

31.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other

requirement(s) for exemption pursuant to applicable law.

31.2 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration date.

31.3 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

31.4 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

31.5 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

31.6 **Severability.** If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, 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 in this Contract, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 **Political Activity.** Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way

fund or support candidates for the legislative, executive or judicial branches of the government of Contractor, the State of Texas or the government of the United States.

31.8 **Sectarian Activity.**

31.8.1 **Religious Influence.** Within the limits and understandings set forth in Section 31.8.2, Contractor shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 **Civil Rights Act, Section 702 Application.** Contractor and County agree to be bound by the following as to Subcontractor(s) and Contractor respectively, and Contractor shall include these requirements in any Subcontract under this Contract:

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Contractor retains its independence from State and Local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols.

(b) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization.

(c) No provider of social services for the County may discriminate against **any Client** on the basis of religion, a religious belief, or **any Client's** refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

(d) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions.

31.8.3 **Client Advisement.** Contractor shall reasonably apprise all Eligible Clients of the requirements in this Section 28.8, and shall ensure the provision of services pursuant to these provisions:

31.8.4 **Additional Rights.** Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and

faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

31.9 **Publicity.** In any publicity prepared or distributed by or for Contractor, the funding through County shall be mentioned as having made the project possible. Prior to publication or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the Executive Manager. When appropriate as determined by Executive Manager, Contractor shall publicize the services and activities of Contractor under this Contract.

31.10 **Disputes.**

31.10.1 **Contract Issues.** At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/Executive Manager. Contractor shall provide written notice of the issue to County Department/Executive Manager, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Section 4.3.3 may be addressed pursuant to Sections 28.10 and 28.11 of this Contract.

31.10.2 **Dispute Resolution - Administration by Purchasing Agent.** When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 4.3, "Contract Issues," the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent

will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 **Mediation.** If the Contractor is not satisfied with the resolution of the dispute pursuant to Section 28.10, Contractor shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

31.11 **Coordination.** Contractor shall coordinate and share information with other Travis County Health and Human Services programs and CAN in any way that is appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

31.12 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

31.13 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

31.14 **Other Agreements.** It is understood and agreed by all Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by those Parties.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

CONTRACTOR: NAME OF AGENCY

By: _____
Its Duly Authorized Agent
Printed Name: _____
Title: _____

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney Date: _____
Funds Certified By:

Susan Spataro, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENT B
SPECIAL CONDITIONS
(If Applicable)

ATTACHMENT D
PERFORMANCE REPORT FORM

ATTACHMENT E

FINANCIAL FORMS

- (i) Compliance Certification Form
- (ii) Payment Request Form
- (iii) Expenditure Report Form
- (iv) Budget Revisions Request Form
- (v) Travel Form
- (vi) Time and Attendance Report
- (vii) Instructions for County Invoicing

ATTACHMENT F
INSURANCE REQUIREMENTS

ATTACHMENT G

**ETHICS AFFIDAVIT AND
CONFLICT OF INTEREST QUESTIONNAIRE**



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

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

Approved by: _____

Cyd V. Grimes 12/15/08

Voting Session: Tuesday, December 23, 2008

**REQUESTED ACTION: APPROVE MODIFICATION NO. 31 TO CONTRACT
MA980095, TIBURON, INC., FOR AGREEMENT FOR EXTENDED SERVICES. (ITS)**

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, David Lamp'l, 854-4730; Judy Pittsford, 854-4955; Joe Harlow, ITS Director; Alicia Perez, Executive Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **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 maintenance and extended services for the Integrated Justice System.

The Tiburon Public Safety and Justice applications are currently being upgraded in the Version 7 project approved by Court. The Counseling and Education System was not originally considered for upgrade by Tiburon and ITS with the main project because it was thought that an ITS resource would rewrite and maintain the application. That option is no longer available and Tiburon has performed a business process review and determined the upgrade costs for this application.

The Tiburon Counseling and Education System will be upgraded to the newest versions offered by Tiburon and installed on new hardware, operating systems, and databases to greatly increase the supportability reliability, and management of the systems and provide added functionality by adding Web Browser functionality. During this upgrade process, Travis County will also change the architecture from UNIX to Windows operating systems and DB2 to SQL Server databases to remain in compliance with the Tiburon migration path for their next generation applications. The total cost of this modification is \$109,970.00.

Modification No. 30, approved in Commissioners Court June 3, 2008, was to purchase TIPs and Property Bar Code hardware and installation services to insure compatibility with Version 7 applications.

Modification No. 29, approved in Commissioners Court October 2, 2007, was for Phase II for the Version 7 upgrade.

Modification No. 28, approved in Commissioners Court April 3, 2007, was for Phase I for the Version 7 upgrade which was to plan and assess the upgrade implementation and ensure that the new versions of the Tiburon applications maintain functionality, interoperability, and interfaces required by the using departments: TCSO, District Attorney, County Attorney, Pre-Trial Services, and the Constable Offices.

Modification No. 27, approved in Commissioners Court October 17, 2006, was to provide a GUI screen (front end) for the E-Citation interface being developed by Travis County ITS for communication between the Advanced Public Safety (APS) Citation System and Travis County's current version of the Records Management System (RMS v. 6.11).

Modification No. 22 through 26, approved in Commissioner's Court during FY06, included various interfaces, enhancement and programming services.

Modification No. 17 through 21, approved by Commissioner's Court during FY05, included various interfaces, enhancements and programming services.

Modification No. 16 approved by Commissioner's Court on August 3, 2004 was to modify the information on the Points Based Classification form per requirements from Jail Standards.

Modification No. 9 through No. 15, approved by Commissioner's Court during FY03, included various interfaces, enhancements and programming services.

Modifications No. 2 through No. 8, approved by Commissioner's Court during FY02, included various interfaces and programming services.

Modification No. 1 incorporated Contract 00C0356-TF, MDS ARS Quick Book System, via the Supplemental Agreement No. 1, dated September 12, 2000, into the Agreement for Extended Service dated October 17, 1997.

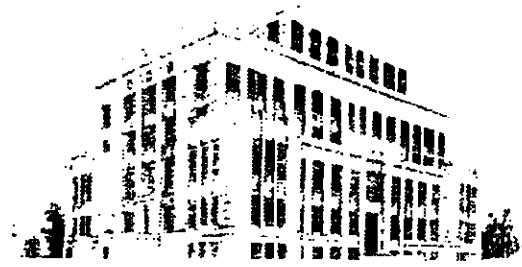
- **Contract Expenditures:** Within the last 12 months \$1,806,401.00 has been encumbered and \$1,182,448.50 has been spent against this contract.
- **Contract Modification Information:**
 - Modification Amount: \$109,970.00
 - Modification Type: Supplemental services
 - Modification Period: December 23, 2008 – September 16, 2009

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: 449587
- ☒ Funding Account(s) 001-1230-523-5002

➤ **Statutory Verification of Funding:**

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



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

PURCHASING
OFFICE

DATE: November 10, 2008

TO: Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent

FROM: Joe Harlow, Chief Information Officer *Joe Harlow*

SUBJ: Recommendation for approval of Enhancement Proposal No. (EP)-248501, Version 7 Upgrade for Counseling and Educations System with Tiburon, Inc.

Proposed Motion:

To approve purchase of extended services provided by Tiburon, Inc. via Contract No. MA980095 for Enhancement Proposal No. 248501 for Version 7 Upgrade to Counseling and Educations Services System (CESS).

Summary & Staff Recommendation:

The Tiburon Public Safety and Justice applications are currently being upgraded in the Version 7 project approved by court. The Counseling and Education System was not originally considered for upgrade by Tiburon and ITS with the main project because it was thought that an ITS resource would rewrite and maintain the application. That option is no longer available and Tiburon has performed a business process review and determined the upgrade costs for this application.

The Tiburon Counseling and Education System will be upgraded to the newest versions offered by Tiburon and installed on new hardware, operating systems, and databases to greatly increase the supportability, reliability, and management of the systems and provide added functionality by adding Web Browser functionality. During this upgrade process Travis County will also change the architecture from UNIX to Windows operating systems and DB2 to SQL Server databases to remain in compliance with the Tiburon migration path for their next generation applications.

Budgetary and Fiscal Impact:

The total impact of the purchase is \$109,970 and is pre-encumbered with requisition no. 449587 in the following line item:

001-1230-523-5002	\$109,970
-------------------	-----------

The Tiburon annual maintenance will not be increased due to the enhancement

Issues and Opportunities:

Tiburon has increased functionality for the applications through input from the steering committees and user groups. Travis County is not eligible for many of the upgrades because we are on older versions of the applications and using end of life versions of DB2. Tiburon provides upgrades through the maintenance agreements. However, since Travis County is unique with the DB2 database, any upgrades we receive, while free from license charges, require hundreds of thousands of dollars of technical services fees for data conversion and modifications. Any functionality enhancements requested receive the same funding increases due to our unique nature within the Tiburon programming structure. Currently, CESS is on the above described older version and needs to be upgraded to the SQL Windows Tiburon version being now offered.

Background:

The Tiburon Public Safety and Justice applications have either been completed or are currently being upgraded in the Version 7 project approved by court. The hardware, operating systems, and databases being replaced are no longer supported by their respective vendors. The applications have not received upgrades since initial installation from 1997-2001. It is imperative that CESS continue to be included in the integrated Justice system and function under the same operating platform, as their function is a court directed function of the entire justice process.

Required Authorizations:

Legal:	John Hille, County Attorney
Purchasing:	Cyd Grimes, Lori Clyde Purchasing Department
Budget:	Randy Lott, PBO

CC: Caryl Colburn, CESS; Lynn Harper, Admin Ops; Judy Pittsford, ITS; David Lampl, ITS; Nick Macik, ITS;

TRAVIS COUNTY

12/12/08
18:47:58

Fiscal Year 2009

Account Balance Inquiry

Account number . . . : 1-1230-523.50-02
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 30 OPERATIONS
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 50 REPR & MTNC-SERVCS PURCH
Object : 02 MAINTENANCE AGREEMENTS-DP

Original budget	4,978,400	
Revised budget	7,418,811	12/08/2008
Actual expenditures - current	65,145.65	
Actual expenditures - ytd	1,651,768.99	
Unposted expenditures . . . . .	.00	
Encumbered amount	676,170.93	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount	249,488.00	
Total expenditures & encumbrances:	2,642,573.57	35.6%
Unencumbered balance	4,776,237.43	64.4

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

TRAVIS COUNTY

12/12/08
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PURCHASE REQUISITION NBR: 0000449587

REQUISITION BY: TERRI FLEMMINGS/854-4998
SHIP TO LOCATION: ITS - ANNEX COMPUTER ROOM
STATUS: AUDITOR APPROVAL
REASON: VERSION 7 UPGRADE CESS
SUGGESTED VENDOR: 44776 TIBURON INC

DATE: 9/08/08
DELIVER BY DATE: 9/30/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ENHANCEMENT PROPOSAL (EP) 248501 V 7 UPGRADE COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: APPLICATIONS SOFTWARE-LG	1.00	EA	109970.0000	109970.00	

REQUISITION TOTAL: 109970.00

A C C O U N T I N F O R M A T I O N			
LINE #	ACCOUNT	PROJECT	AMOUNT
1	00112305235002	REPR & MTNC-SERVCS PURCH MAINTENANCE AGREEMENTS-DP	109970.00
			109970.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

11/21/08 CONTRACT?EMD TERRI.GMC
11/26/08 WE ARE WORKING TO GET THESE CLEARED UP.
I HOPE IT WILL BE SOON-PER TERRI.GMC

MODIFICATION OF CONTRACT NUMBER: MA980095 Agreement for Extended Services**PAGE 1 OF 5 PAGES**ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: Lori Clyde
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185DATE PREPARED:
November 20, 2008ISSUED TO:
Tiburon, Inc.
6200 Stoneridge Mall Road, Suite 400
Pleasanton, CA 94588
(512) 345-8613 (v) (512) 345-8615 (f)MODIFICATION NO.:

31EXECUTED DATE OF ORIGINAL
CONTRACT:
October 14, 1997ORIGINAL CONTRACT TERM DATES: **October 14, 1997-October 15, 1998**CURRENT CONTRACT TERM DATES: **September 17, 2008-September 16, 2009****FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ \$447,380 (annually)Current Modified Amount \$ 109,970.00**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 Agreement is hereby amended as per the attached Enhancement Proposals (EP) 248501: Version 7 Upgrade CESS. This enhancement is to port the Counseling and Education Services System (CESS) application from the current UNIX platform to a Windows/SQL version 7 environment. The cost of this enhancement is a firm fixed price of \$109,970. The annual maintenance cost will not increase as a result of this modification.

Note to Vendor:

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

LEGAL BUSINESS NAME: TIBURON INC.BY: Maria E Szymanski
SIGNATUREBY: MARIA SZYMANSKI
PRINT NAMETITLE: VP FINANCE
ITS DULY AUTHORIZED AGENT

- ☐
- DBA
-
- ☐
- CORPORATION
-
- ☐
- OTHER

DATE:

TRAVIS COUNTY, TEXAS

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

DATE:

12/15/08

TRAVIS COUNTY, TEXAS

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

DATE:



Tiburon, Inc.
6200 Stoneridge Mall Road
Suite 400
Pleasanton, CA 94588
USA

T. 925 621.2700
F. 925 621.2799

www.tiburoninc.com

April 21, 2008

Mr. Joe Harlow, Chief Technology Officer
Travis County
PO Box 1748
Austin, Texas 78767

Subject: Enhancement Proposal (EP)-248501: Version 7 Upgrade CESS

Reference: Agreement for Extended Service between Travis County and Tiburon, Inc., dated October 27, 1997.

Dear Mr. Harlow:

Tiburon, Inc. is pleased to present Travis County with this Enhancement Proposal to port the Counseling and Education Services System (CESS) application from the current UNIX platform to a Windows environment.

Scope Description

Tiburon will port the current CESS application from the current UNIX platform to the Windows/SQL version 7 environment.

Tiburon is accepting the currently installed Counseling and Education Services System (CESS) as baseline for the purposes of supporting this application under the county's System Upgrade to Tiburon's 7.5 release. In addition to supporting the application's current functionality, the ATD (Application Tailoring Document) Attachment A, identifies the transactions that are being made available to CESS as part of a standard 7.5 upgrade. These additional transactions, allow CESS to conform to the standards of Tiburon's 7.5 release and maintains database integrity between the different 7.5 applications.

If Travis County elects to move forward with this enhancement, the County's system will be "custom" and the County will not be eligible to participate in the Version Management Program (VMP).

Price Description

- 1) Firm Fixed Price: \$109,970.
- 2) The Tiburon Annual Maintenance amount will not increase from the current maintenance amount. The current maintenance amount may be subject to an annual increase not to exceed 5%.
- 3) This quote does not include taxes levied by any government agency for technical services. Taxes for technical services, if applicable, are the responsibility of the Client.

Joe Harlow, Chief Technology Officer
Travis County
Enhancement Proposal (EP)-248501: CESS
April 21, 2008
Page 2 of 4

Tiburon Responsibilities

- 1) Prepare internal design documents.
- 2) Modify the application per the "Scope Description."
- 3) Install the modified code in the client's test environment.
- 4) Correct any discrepancies in operation, based on the "Scope Description," post client testing.
- 5) Install the modified code in the client's production environment.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Enhancement Proposal.
- 2) Provide VPN access to Tiburon development personnel.
- 3) Test the code for conformance with the "Scope Description."

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that the enhancement is ready for testing in the test system, or the enhancement has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Enhancement Proposal.

Terms and Conditions

- 1) This work will be scheduled to commence at a mutually agreeable date after Enhancement Proposal acceptance. It is further anticipated that this enhanced version of CESS will not be scheduled for a production "go-live" until after the conclusion of the version 7 Phase II System Upgrade Project.
- 2) Payment Schedule:
 - 50% Upon Tiburon's delivery of the schedule for this Enhancement Proposal.
 - 50% Upon achievement of the Completion Criteria.
- 3) Documentation is included in this Enhancement Proposal (single electronic copy, Tiburon standard format/content/media).

Joe Harlow, Chief Technology Officer
Travis County
Enhancement Proposal (EP)-248501: CESS
April 21, 2008
Page 3 of 4

- 4) Two (2) days of user training is included in this Enhancement Proposal. This training is for a maximum of ten (10) students. The two (2) day user training class must be scheduled on consecutive days in (8) hour sessions, Monday through Friday and can be delivered any time during Tiburon's standard business hours (between the hours of 8:00 am and 5:00 pm).
- 5) One (1) day of system administration training is included in this Enhancement Proposal. This training is for a maximum of ten (10) students. This one (1) day class is a single eight (8) hour session, Monday through Friday and can be delivered any time during Tiburon's standard business hours (between the hours of 8:00 am and 5:00 pm).
- 6) Two (2) days of cut-over support is included in this Enhancement Proposal.
- 7) Table set up and data porting to new tables is included in this Enhancement Proposal.
- 8) The terms and conditions of this Enhancement Proposal and the Agreement referenced herein prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 9) This fixed price Enhancement Proposal is valid unless modified by Tiburon in writing prior to Client acceptance of this Enhancement Proposal; otherwise, this Enhancement Proposal will expire on October 31, 2008.
- 10) By the Client's acceptance of this Enhancement Proposal in the signature blocks provided below, the Client is authorizing Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by the Client's purchasing procedures are the responsibility of the Client.

Upon review and acceptance of this Enhancement Proposal, please sign below and return the signed copy of the Enhancement Proposal to Michelle Howerton in Tiburon's Austin office. Or, you can fax a copy of this letter to Michelle at 877-564-0394. If you have any questions or require further information, please contact Bobby Camp at 512-750-4544, at your convenience.

Sincerely,



Robert L. Brown
Sr. Vice President of Operations

cc: Bobby Camp, Project Manager
Leslie Windham, Account Manager

Attachment A: CESS 7 Application Tailoring Document (dated September 25, 2007)

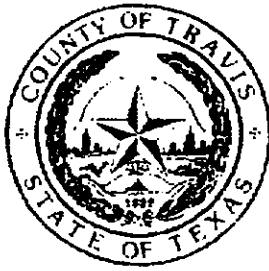
Joe Harlow, Chief Technology Officer
Travis County
Enhancement Proposal (EP)-248501: CESS
April 21, 2008
Page 4 of 4

By this signature, Travis County accepts EP-248501:

Signature

Date

Printed Name / Title



TRAVIS COUNTY PURCHASING OFFICE

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

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

13

Approved by: _____

Cyd V. Grimes 12/18/08

Voting Session: Tuesday, December 23, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING:

- A. APPROVE MEMORANDUM OF AGREEMENT FOR THE HUNTERS FOR THE HUNGRY PROGRAM.
- B. AUTHORIZE COUNTY PURCHASING AGENT TO SIGN ON THE COURT'S BEHALF.

Points of Contact:

Purchasing: Rebecca Gardner

Department: TNR, Joseph Geisleman , Executive Manager

County Attorney (when applicable): Tenely Aldredge

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.

Each year Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands. On December 2, 2008, the Commissioners Court approved a contract with Orion Research and Management Services to provide management of deer populations. In cooperation with this agreement, Hudson's Sausage Company will process the deer to be provided for the Hunters for the Hungry program.

Through this memorandum, Texas Association of Community Action Agencies, Inc., Caritas of Austin, and Hudson's Sausage Company collaborate to feed low income children, families, individuals, and senior citizens in local communities.

- **Contract-Related Information:**

Award Amount: \$4,800.00
Contract Type: Professional Services
Contract Period: December 23, 2008-May 1, 2009

➤ **Contract Modification Information:**

Modification Amount: NA
Modification Type: NA
Modification Period: NA

➤ **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.: 458311
☒ Funding Account(s): 001-4909-629-6099 \$1,800.00 (BCCP's portion)
001-4945-631-6099 \$3,000.00 (Park's portion for Pace Bend Park)

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified X Not Verified by Auditor.

Approved_____ Disapproved_____

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

**MEMORANDUM OF AGREEMENT
BETWEEN**

 **DRAFT**

TRAVIS COUNTY

AND

TEXAS ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC.

AND

HUDSON'S SAUSAGE COMPANY

AND

CARITAS OF AUSTIN

RELATING TO

**PARTICIPATION IN THE
HUNTERS FOR THE HUNGRY PROGRAM
2008–2009 SEASON**

Purpose

This Memorandum of Agreement (hereinafter referred to as "Agreement") exists to document the process whereby deer will be harvested from Travis County-owned and Travis County-managed lands for the purpose of herd and land management, and to set forth the respective rights and responsibilities of the parties hereto. The Parties to this Agreement are: Travis County, the Texas Association of Community Action Agencies, Inc. (hereinafter referred to as "TACAA"), Hudson's Sausage Company, and Caritas of Austin. The harvested deer will be prepared and processed either by Hudson's Sausage Company, a meat processor participating in Hunters for the Hungry, a program administered by TACAA, or by another participating meat processor designated by TACAA (hereinafter referred to as "Alternate Meat Processor"). The donated venison will be used by Caritas of Austin, for the purpose of feeding low income children, families, individuals, and senior citizens in local communities.

Travis County Agrees to:

1. Obtain the appropriate type of hunting permit from the Texas Parks and Wildlife Department, which at the time of execution of this Agreement is known as an "Antlerless Deer Control Permit."
2. Harvest up to 160 deer from Travis County managed lands during the 2008-2009 hunting season.

- T7A900**
3. Field dress each deer after each hunt, including but not limited to the removal of the head, skin, and/or intestinal material.
 4. Abide by the federal Bill Emerson Good Samaritan Food Act, 42 U.S.C.S. § 1791 (hereinafter referred to as "Emerson Food Act") and the Texas Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.001 et seq. (hereinafter referred to as "Texas Donor Act"), by not donating any deer deemed unfit for human consumption.
 5. Maintain field dressed carcasses in a cold storage until delivery to Hudson's Sausage Company and/or Alternate Meat Processor.
 6. Provide regular transportation of the harvested deer to Hudson's Sausage Company and/or Alternate Meat Processor in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson's Sausage Company or Alternate Meat Processor. No harvested deer will be delivered to Hudson's Sausage Company on any of the following dates: any Monday or Tuesday; November 1 through November 8, 2008; November 27, 2008 (Thanksgiving Day) through December 3, 2008; and December 25, 2008 (Christmas Day) through January 7, 2009.
 7. Notify Hudson's Sausage Company and/or Alternate Meat Processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
 8. Notify Caritas of Austin each time harvested deer are transported to Hudson's Sausage Company and/or Alternate Meat Processor.
 9. Provide a "Deer Tag" that shall accompany each harvested deer to assist Travis County in ensuring that all processed venison resulting from this program is delivered to Caritas of Austin.
 10. Provide funding for deer meat processing in the amount of \$30.00 per deer, to TACAA, within three (3) weeks of receipt of invoice from TACAA.
 11. Provide a maximum of \$4,800 for this program in the 2007-2008 hunting season.
 12. County shall pay TACAA within thirty (30) days of receipt of a correct invoice completed as acceptable to County. Invoices shall include the date of service as well as the number of animals processed.

TACAA Agrees to:

1. Maintain regular contact with all parties involved, including Travis County, Hudson's Sausage Company and/or Alternate Meat Processor, and Caritas of Austin.
2. Abide by the Emerson Food Act and the Texas Donor Act.
3. Obtain donation receipts from Hudson's Sausage Company and/or Alternate Meat Processor, maintain contact with Caritas of Austin to verify the placement of venison donations, collect from Caritas of Austin each Travis County "Deer Tag" and keep Hudson's Sausage Company and/or Alternate Meat Processor informed of the amount of funding available for venison donations from Travis County.

4. Send invoices, and copies of donation receipts for verification, to Travis County for payment. Receive funding from Travis County in order to reimburse Hudson's Sausage Company and/or Alternate Meat Processor. This will occur no more frequently than monthly.
5. Contact Caritas of Austin regularly to verify pick-up of donations.
6. Designate at least one Alternate Meat Processor, as defined above, in the event of withdrawal of Hudson's Meat Market from the project, and use best efforts to ensure that any such Alternate Meat Processor performs all obligations now performed by Hudson's Meat Market as set forth in the following section and in the section entitled "The Parties Mutually Agree".
7. Provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable.

Hudson's Sausage Company Agrees to:

1. Process into ground meat up to 160 deer from Travis County-owned and Travis County-managed lands during the 2008-2009 hunting season.
2. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
3. Maintain processed meat in cold storage until picked up by Caritas of Austin.
4. Ensure all Travis County "Deer Tags" remain with each processed deer until such time as it is picked up by Caritas of Austin.
5. Notify TACAA in advance of any processing schedule changes or abnormally high-volume pick-ups.
6. Provide the meat processing for the charge of \$30.00 per deer.
7. Provide TACAA with invoices and copies of donation receipts to be processed for payment on a monthly basis.

Caritas of Austin Agrees to:

1. Pick up processed deer meat in refrigerated trucks from Hudson's Sausage Company and/or Alternate Meat Processor.
2. Collect the Travis County "Deer Tags" for each processed deer and provide these to TACAA at the close of the season.

3. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
4. Use the venison to feed low income children, families, individuals, and senior citizens in local communities.
5. Communicate with TACAA to verify the poundage of venison accepted and distributed.
6. Maintain records of donation dates, amount of poundage donated, and name of the person who received the donation on behalf of Caritas of Austin.

The Parties Mutually Agree:

1. To work together to publicize the results of this effort after its completion. This includes preparation of a report documenting how much meat was donated and the number of recipients potentially served.
2. That this Agreement may be terminated at any time by mutual written consent of all parties.
3. That this Agreement may be terminated by a single party by providing the other parties thirty days' written notice.
4. That County or its duly authorized representatives shall have access to any and all books, documents, papers and records that are directly pertinent to the Services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
5. That, in the event of termination of this Agreement, Travis County will pay for all meat processing costs incurred for this project until the actual termination date, provided that the overall amount requested by TACAA does not exceed \$4,800.
6. That this Agreement is effective on the date the last authorizing signature is affixed and shall expire on May 1, 2009.
7. To the extent permitted by law, that all parties shall indemnify and hold harmless each of the other parties and its officials, agents, and employees from and against any and all claims, losses, damages, actions, suits, and liability of any kind whether meritorious or not, including without limitation all expenses of litigation, court costs, and attorneys fees, for injury to or death of any person, or for damage to any property, arising in whole or in part from any negligent act or negligent omission of any party or any party's employees, agents or representatives on account of, arising or resulting from, directly or indirectly, the performance of this Agreement.
8. And acknowledge that no officer, agent, representative or employee of Travis County, other than the Executive Manager of the Transportation and Natural Resources Department, or his designee, to whom such authority has been expressly delegated, has any authority, either express or implied, to modify or amend the

terms of this agreement unless expressly granted that specific authority by the Commissioners Court of Travis County.

9. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless all Parties agree, in writing, to waive the confidentiality.
9. Notwithstanding anything to the contrary herein, the Parties agree that if any entity to which Travis County is obligated to make payment hereunder is delinquent in the payment of Travis County property taxes at the time such entity provides the services to be rendered under this Agreement, such entity hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
10. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving all Parties thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

Samuel T. Biscoe
Travis County Judge

Date

Stella Rodriguez, Executive Director
Texas Association of Community
Action Agencies, Inc.

Date

Barrett Klein, Owner Hudson’s Sausage Company	Date
Tanya Greenough, Program Manager Community Access and Food Services Caritas of Austin	Date



**TRAVIS COUNTY
TRANSPORTATION AND NATURAL RESOURCES
INTRA-DEPARTMENT MEMORANDUM**

December 9, 2008

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Purchasing Request Memo for MOA among Travis County, Hunters for the Hungry and Caritas of Austin

Each year Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands.

Rose Farmer, Natural Resources Program Manager (X47214) is the NREQ point of contact for details regarding the MOA and oversight of this program.

PRFs to cover the costs associated with this effort have been submitted to TNR Financial. Please contact Isabelle Lopez (x47675) if there are any questions regarding the financial arrangements.

Please proceed to secure the needed signatures on the MOA developed by the County Attorney's office in conjunction with our Partners in this matter so that NREQ and Parks may begin utilizing these services in a timely fashion.

Please let me know if there are any questions, and thank you for your help.

CC: Robert Armistead, TNR Parks
Charles Bergh, TNR Parks
Marvin Brice, Purchasing
Kevin Connally, TNR NREQ
Rebecca Gardner, Purchasing
Rose Farmer, TNR NREQ
Isabelle Lopez, TNR Financial
Jon White, TNR NREQ

DEC 9 1 330

Requisition number: 0000458311 Buyer Processing

Type information, press Enter.

Type (F4) 1 PURCHASE REQUISITION

Reason PRE-ENCUMBRANCE PENDING CC APPRVAL

Requested By ISABELLE LOPEZ 854-7675 Entered By: LOPEZI

Date 120908

Vendor#/name (F4) 40354 TEXAS ASSOCIATION OF COMMUNITY

Search type B=Begins with, C=Contains

Contract nbr (F4)

Ship to (F4) Z1 TNR ADMIN - 11TH FLR

Deliver by date 120908

Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

1=Select for P.O. 2=Change 4=Delete 8=Extended description 9=Quotes

Opt Line# Quantity UOM Description

1 160.00 EA DEER PROCESSING FEE

PARTICIPATION IN THE HUNTERS FOR THE HUNGRY

COMMENTS EXIST

Total: 4800.00

+

F3=Exit

F4=Prompt

F7=Alternate view

F8=Req quotes

F9=Generate P.O.

F12=Cancel

F24=More keys

#

15 ✓

Travis County Commissioners Court Agenda RequestVoting Session: 12-23-08
(Date)Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text: Consider and take appropriate action on Waiver of Retroactivity, allowing Travis County to acquire the Barkley Tract in advance of a grant application submission to the Texas Parks and Wildlife Department.

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

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

Charles Bergh	854-9383	John Hille	854-9415
Melinda Mallia	854-9383	Jon White	854-9383
Lisa Dean	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 the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

RECEIVED
COUNTY CLERK'S OFFICE
08 DEC 15 PM 3:01

17**Travis County Commissioners Court Agenda Request**Voting Session: December 23, 2008
(Date)Work Session: _____
(Date)

- I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)
B. Requested Text:

Consider and take appropriate action on items related the Program Year 2007 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Receive notification that no comments were received during the public comment period;
B. Approve the report including changes made during the public comment period; and
C. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

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:
- | | |
|--|-----------------------------------|
| Rodney Rhoades, PBO | Travis Gatlin, PBO |
| Susan Spataro, Auditor's Office | Steven Manilla, TNR |
| Janice Cohoon, Auditor's Office | Joe Gieselman, TNR |
| DeDe Bell, Auditor's Office | Kimberly Walton, Auditor's Office |
| Mary Etta Gerhardt, County Attorney's Office | Jane Prince Maclean, HHS/VS |
| Andrea Colunga Bussy, HHS/VS | Cyd Grimes, Purchasing Office |
| Jason Walker, Purchasing Office | Harvey Davis, TCHFC |
| Lee Turner, TNR | Melinda Mallia, TNR |

- 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

08 DEC 16 AM 10:35

RECEIVED
COUNTY CLERK'S OFFICE

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on 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: December 15, 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) Program Year 2007
Consolidated Annual Performance and Evaluation Report

Proposed Motion:

Consider and take appropriate action on items related the Program Year 2007 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Receive notification that no comments were received during the public comment period;
- B. Approve the report including changes made during the public comment period; and
- C. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

Summary and Staff Recommendations:

- A. As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER). On November 18, 2008, the Travis County Commissioners Court approved the draft of the PY07 CAPER.

A mandatory period providing the public with an opportunity to comment on the draft of the CAPER occurred from November 19, 2008 through December 12, 2008. A public hearing was also held on Tuesday, December 2, 2008 at 9 a.m. at the Travis County Commissioners Court. No comments were received during the public comment period.

- B. From the time the draft of the CAPER was approved on November 18, 2008, small changes were made to the document including small grammatical, wording and formatting edits to improve clarity and readability. Additionally, staff made edits to the leveraging funds section (Page 24) and Appendix B (Page 60 & 61) to match the expenditures made during the reporting period. Staff recommends accepting these changes. Attached you can find the final document showing the tracked changes. Staff recommends approval of the final draft of the CAPER.
- C. Staff recommends authorization to submit it to the San Antonio Field Office, Region VI of the U.S. Department of Housing and Urban Development. Approving the submission of the CAPER to HUD at this time, allows Travis County to meet the December 31, 2008 deadline.

Budgetary and Fiscal Impacts:

On time submission of the CAPER allows the County to continue to receive CDBG funds.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons.

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th.

HUD initially awarded Travis County \$2,449,337 in CDBG funds, an amount that was subsequently reduced to \$838,659 due to an error in funding allocation. Given this error, Travis County's initial Consolidated Plan was disallowed, requiring a redirection of strategic plans and a substantial amendment to the Consolidated Plan and PY06 Action Plan. HUD's allocation error significantly delayed Travis County initial CDBG's operation and continues to affect the performance of the program in meeting HUD's timeliness ratio for the expenditures of funds.

The Consolidated Annual Performance Evaluation Report provides an overview of Travis County's CDBG performance for the past year including performance measures, project status and fiscal expenditures. In accordance with the Travis County's Citizen Participation Plan, the CAPER is posted annually for public comment for a period of at least 15 days.



Travis County

Community Development Block Grant Program:

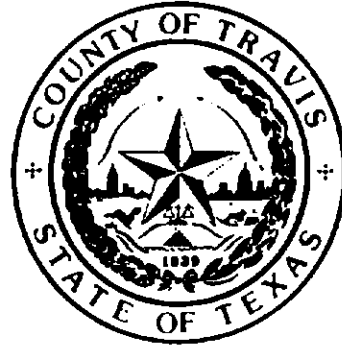
Improving the affordability,
accessibility and sustainability
of neighborhoods and
community services.

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008



-Prepared by Travis County Health & Human Services & Veterans Service
Drafted 11/10/2008
Approved by TCCC ____

DRAFT - Travis County Program Year 2007 CAPER



Travis County Commissioners Court

Samuel T. Biscoe
Travis County Judge

Ron Davis
County Commissioner, Precinct One

Sarah Eckhardt
County Commissioner, Precinct Two

Gerald Daugherty
County Commissioner, Precinct Three

Margaret Gómez
County Commissioner, Precinct Four

DRAFT - Travis County Program Year 2007 CAPER

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DRAFT - Travis County Program Year 2007 CAPER

Acronyms

Throughout this report, the reader will note the following acronyms:

ADA	Americans with Disabilities Act
AI	Analysis of Impediments to Fair Housing Choice
AP	Action Plan
CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant
CFR	Code of Federal Regulation
Con-Plan	Consolidated Plan (governs CDBG Programs)
CPD	Community Planning and Development (part of HUD)
CPP	Citizen Participation Plan
EA	Environmental Assessment
ESG	Emergency Shelter Grant
FHA	Federal Housing Administration (part of HUD)
FSS	Family Support Services (a Travis County Social Service Program)
HACT	Housing Authority of Travis County
HHS/VS	Travis County Department of Health and Human Service and Veteran Services
HOME	HOME Investment Partnership Program
HOPWA	Housing Opportunities for Persons with AIDS
HTE	Accounting Software used by Travis County
HUD	United States Department of Housing and Urban Development
IDIS	Integrated Disbursement Information System (HUD's Financial Mgt. System)
LMI	Low- and Moderate-Income (80% or below median household income)
MFI	Median Family Income
ORCA	Office of Rural Community Affairs
PY	Program Year
RFP	Request for Proposals
RFQ	Request for Qualifications
TC	Travis County
TCHFC	Travis County Housing Finance Corporation
TxDOT	Texas Department of Transportation
TNR	Travis County Department of Transportation and Natural Resources
URA	Uniform Relocation Act

DRAFT - Travis County Program Year 2007 CAPER

Introduction

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). The program provides annual grants to cities and counties to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied and received CDBG funds for the first time and has continued to receive funding for the past two years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds must focus projects to low- to moderate- income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county. Moreover, to be eligible, the activities must meet one of the following HUD's national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan, an Action Plan, and an annual evaluation. The Consolidated Plan (Con-Plan) identifies the County's community and housing needs and outlines the strategies to address those needs over a five year period. The Annual Action Plan (AP) defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. An evaluation is conducted annually to assess yearly accomplishments.

The following figure is a simplified visual representation of the CDBG cycle. As shown in the picture, citizen participation has a central role in setting the priorities to be addressed and defining projects to tackle the identified needs.

DRAFT - Travis County Program Year 2007 CAPER

Figure 1: CDBG Cycle



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County for the grant administration of the CDBG program and the single point of contact with HUD.

DRAFT - Travis County Program Year 2007 CAPER

Executive Summary

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

Specifically, the CAPER describes the County's CDBG housing and community development activities as well the County's overall housing and community development efforts. This specific document corresponds to activities conducted during the program year 2007 spanning October 1, 2007 to September 30, 2008.

The CAPER is written to provide both HUD with required CDBG information and the general public an update of the progress made in this initiative. As a result of serving two audiences, the report follows the federal reporting requirements while presenting information in a format meant to be easily understood by County departments, service providers and residents. The report includes specific outcome performance measures as delineated by HUD's 2005 Community Planning and Development Outcome Performance Measurement System.

Overview of Travis County First Two Program Years

Travis County first received CDBG funds for program year 2006. During ~~this~~ the first year, no funds were spent given the numerous processes needed for the start-up of the grant and given an allocation error from HUD which significantly delayed Travis County initial CDBG's operation.

During the 2007 program year, spending began to occur in four different projects and progress was made in moving forward with the remaining two. Of the \$1,681,686,904 budgeted to six projects \$ 144,014.54 or 8.56 percent was spent. Given most of these projects require longer than two years to implement, the impact or the benefits to residents will not be reflected until project close out which may be longer than 12 months ~~or more~~ for a given project.

The following table presents a list of the projects implemented in PY07, the numbers of clients expected to benefit from them, the numbers of clients benefitted ~~so~~ thus far, and an overall status and comment on each project's progress.

DRAFT - Travis County Program Year 2007 CAPER**Figure 2: Progress of CDBG Project as of September 30th 2008**

Activities	Expected Benefit/ Served To Date	Status	Comment
1. Production of New Owner Housing Units: Land acquisition (Development of affordable housing by Habitat for Humanity)	17/0 Housing Units	Continuing	Property to be acquired in early 2009. Infrastructure to begin in the next 6-12 months.
2. Street Improvements: Road improvements to substandard roads in Apache Shores	1710/0 People	Continuing	Design, engineering, and environmental phase has begun. Anticipated completion of design phase is October 2009.
3. Public Services, Other: Family Support Services Social Work Services Expansion –Travis County HHS/VS Program	100/71 People	Continuing	Benefitted 71 people from April – September 2008. Unexpended funds were rolled over for the next program year.
4. Road Improvement Design* : Improvement design for Lava Lane Road	1297/0 People	Continuing	Exemption from Environmental Review established. Project scope written. Procurement for the design consultant will occur in the next 4-6 months.
5. Water/Sewer Improvements Improvement of water infrastructure in North Ridge Acres	158/0 People	Continuing	Construction of public infrastructure was near completion. Individual connections to the system will occur in the 1 st quarter of PY08
6. Planning: Water/wastewater improvement planning	16/0 neighborhoods	Continuing	Site visits and assessments initiated in five neighborhoods. Report is anticipated to be ready within the next 12 months.
Total	17/0 Housing Units 3265/71 People 16/0 neighborhoods		

* Reallocated funds from PY 2006 Public Service funding through Action Plan Amendment, August, 2008.

As a new entitlement, Travis County will continue to work on establishing the systems and procedures to support effective long-term management of the grant and compliance with HUD requirements.

DRAFT - Travis County Program Year 2007 CAPER

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in July 2008, and will continue to occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent. Although Travis County did not meet its first timeliness test, the CDBG office is taking actions to address timeliness considerations and will continue to assess the spending of funds and the progress of projects to ensure compliance.

As of September 30th, Travis County timeliness ratio was 1.81. The CDBG office has identified the extent and underlying causes of the timeliness concerns and has developed a workout plan to improve performance. This plan has been presented to HUD's regional office in San Antonio.

Public Participation

During program year 2007, the public had ample opportunity to participate on the development of projects for the 2008 program year. During the months of February and March, 2008, the County held public hearings and solicited proposals for the use of CDBG funds. Solicitation of input and invitation to participate in the public hearings were posted on the County's website, and were published in newspapers of general circulation. In addition, notifications were sent to public service providers and to citizens who had previously attended public hearings. Lastly, two public hearings were held during the month of July, and a 30-day public comment period occurred from the 25th of June through the 26th of July to solicit final comment on the proposed uses of CDBG funds.

Similarly, the public ~~was~~ will be provided the opportunity to comment on the draft of the PY07 CAPER. Notice of the public comment period appeared on the Travis County website and at Community Centers during the week of November 3rd and in newspapers of general circulation during the week of November 10th. Due to the later notice in the newspapers, an extra week was added to the comment period to allow the community ample opportunity to provide comments. The draft report ~~was~~ will be available to the public for review and to provide written comment from November 19 through December 12, 2008, at the seven Travis County community centers as well as the County's website <http://www.co.travis.tx.us/>. A public hearing ~~was~~ will also be held at the Travis County Commissioners Court on December 2, 2008.

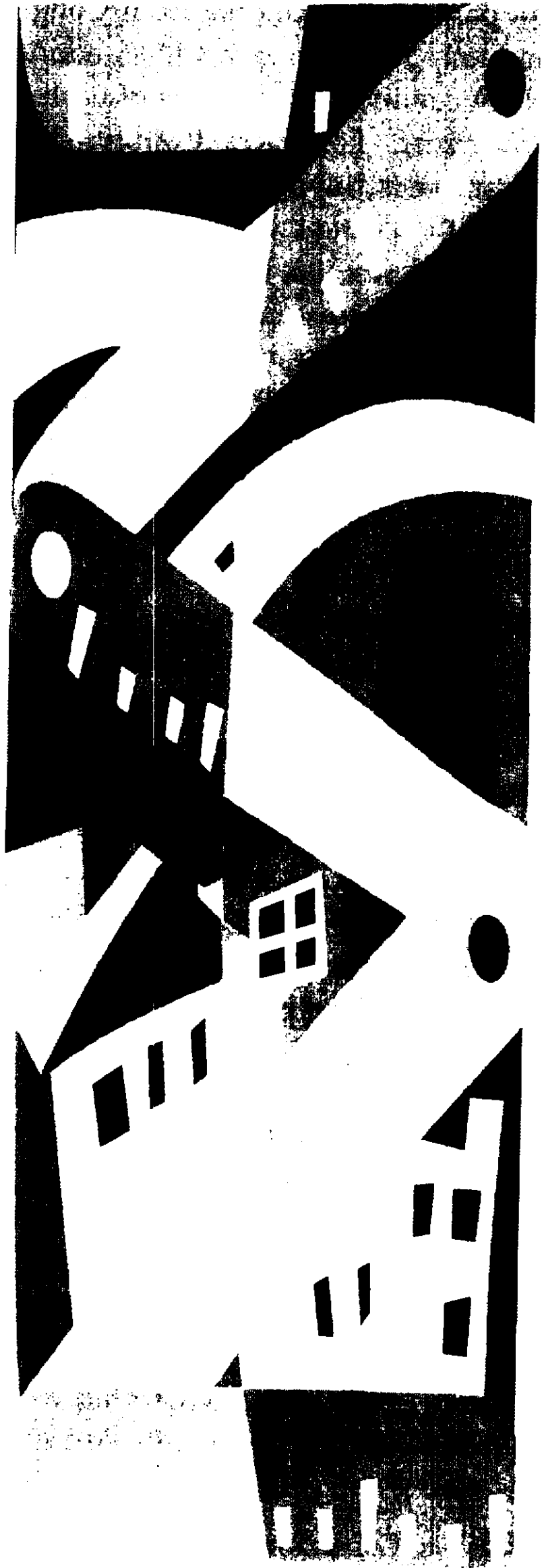
DRAFT - Travis County Program Year 2007 CAPER



Travis County

Section I: General Questions

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008



-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER**Status of Projects****Project: Owner Housing: Production of New Units****Activity: Land Acquisition****IDIS #: 7 for PY06 & 10 for PY07****Project Description:**

Parcels or one large tract of land in unincorporated Travis County will be acquired to build affordable single-family housing for low-income families (25-50% Median Family Income). Single-family housing is defined as a one- to four-family residence. Public hearings will be held to inform the public of the location(s) prior to the purchase of the land. During the selection process, priority will be given to tracts of land near public transportation.

Austin Habitat for Humanity, a local non-profit, will secure funding for the construction of homes on the acquired property. Approximately 17 housing units of affordable housing will be created. The number of individuals impacted will vary depending upon the families selected for the housing units.

Project Status and Progress to Date:

- ♦ A sub-recipient agreement is anticipated to be signed between Travis County and Habitat for Humanity in the first quarter of the program year 2008.
- ♦ Acquisition of the land is anticipated to take place in early 2009. Staff is getting Technical Assistance from HUD to ensure compliance with all associated regulations.

Performance Measure:

Affordability for the purpose of creating decent housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Owner Housing	High	CDBG S.H.O.P	PY06: \$250,000 PY07: \$195,518	Total \$119,554	\$ 0	17/0 Housing Units

DRAFT - Travis County Program Year 2007 CAPER**Project: Street Improvements****Activity: Substandard Roads in Apache Shores****IDIS #: 5 for PY06 and 11 for PY07****Project Description:**

This project funds the improvement of a number of substandard roads in Apache Shores, an area identified as a low to moderate income area. The improvements will allow the roads to meet County roadway standards and be accepted onto the County roadway system for future maintenance and traffic safety enforcement.

The scope of work includes: 1) design services; 2) land surveying services; 3) geo-technical services; 4) drainage design services; 4) utility location and relocation coordination services; 5) environmental review and related regulatory permits; 6) acquisition of right of way and easements; and 6) construction.

Project Status and Progress to Date:

- The Request-for-Qualifications (RFQ) process has been completed for the Apache Shores project, and MACTEC Engineering and Consulting, Inc has been signed to a professional services agreement to complete the environmental survey and design of the substandard roads improvements.
- A detailed survey of the roadways and rights-of-ways to be improved has been completed by Surveying and Mapping, Inc (SAM Surveying).
- The preliminary hydrologic and hydraulics study for the project area has been completed by MACTEC.
- The design of the improvements to the substandard roads is scheduled to be completed by October 2009. Construction is anticipated to begin by March 2010.

Performance Measure:

Accessibility for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Public Facilities	High	CDBG	- PY06: \$305,000 - PY07: \$500,000	NA	\$0	1,710/0 People

DRAFT - Travis County Program Year 2007 CAPER**Project: Water/Sewer Improvements****Activity: North Ridge Acres - Improved municipal water service for NRWSC****IDIS #: 6****Project description:**

This project funds the complete replacement of the North Ridge Water Supply Corporation's (NRWSC) water distribution system with a permanent connection to the City of Austin's water system. The North Ridge Acres subdivision is located in both Williamson and Travis Counties near the intersection of the roads FM 1325 and CR 172. One hundred and fifty-eight people in Travis County and approximately 180 people in Williamson County will benefit from this project.

The phases of the project include: (1) the design and construction of a new water system that meets the requirements of the Texas Commission on Environmental Quality and the City of Austin; (2) disconnection from the City of Round Rock fire hydrant which is the current water source; (3) a permanent connection to the City of Austin's water system; and (4) conveyance of the NRWSC to the City of Austin which will provide service and billing for all NRWSC customers.

A primary door-to-door survey was conducted in November 2003 and June 2005. The survey indicates that at least 57% of the residents in the project area are Hispanic. The survey also indicates that 100% of the residents fall below the low- to moderate income level. The total project budget is \$1,872,000. Please refer to the leveraged funding section of this document for the breakdown of funding.

Project Status and Progress to Date:

- Construction of the transmission lines of the water distribution system is 95% complete.
- The permanent connection of the homes to the new transmission lines, operated by the City of Austin, is anticipated to take place during the first quarter of program year 2008.

Performance Measure:

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Public Facilities	High	CDBG City of Austin TWBD Travis County ORCA	\$200,000	Approximately \$1.6 million (Refer to section on leveraged funds)	\$72,297.55	158/0 People

DRAFT - Travis County Program Year 2007 CAPER**Project: Public Services, Other****Activity: HHS/VS Family Support Services Division
Social Work Services Expansion****IDIS #: 12****Project Description**

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. The program is expanding social work services through the work of one social worker who is increasing the capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach to households in the unincorporated areas. The social worker provides the majority of service provision through home visits in order to reduce transportation barriers. The social worker also works from the Community Centers in Manor and Del Valle, focusing on residents living in the unincorporated areas of precincts 1 and 4.

Project Status and Progress to Date:

- Service provision began in May 2008.
- Outreach to a variety of agencies, school districts, churches and other contacts was made to create referrals and interest in the program.
- A brochure was developed.
- 71 people benefitted from services provided during PY07. Services included case management, referrals, non-clinical counseling and crisis intervention.
- Data on client needs was de-identified and analyzed by CDBG administrative staff to further the knowledge base about the needs of those residing in the unincorporated areas.

Performance Measure:

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Public Services	High	CDBG	\$64,000	TBD	\$27,010.28	100/71 People

DRAFT - Travis County Program Year 2007 CAPER**Project: Street Improvements****Activity: Lava Lane Design****IDIS #: 14****Project Description:**

This project will fund the design, engineering and environmental review for the improvement of a portion of Lava Lane, a substandard road in Precinct 4, currently not accepted by the County road maintenance system. The improvements will provide a new durable road that will allow property owners, school busses, mail service providers, and emergency service providers to have all-weather access to the properties. Additionally, the improvements will allow the road to meet County roadway standards and be accepted onto the County system for future maintenance and traffic safety enforcement.

Travis County Transportation and Natural Resources Department (TNR) is the department in charge of managing this project and the design, engineering, and environmental work will be provided by a contracted consultant. ~~The impact of~~ The project will benefit 1297 people once construction of the improvements is complete.

Project Status and Progress to Date:

- A preliminary study has been completed for Lava Lane to determine the scope of the extension and repair needed, and to establish the budget for the project.
- Funding for the environmental study and engineering study has been approved by the Travis County Commissioners Court.
- The design project has been determined to be exempt from an environmental review per 24 CFR 58.34(a) Environmental Review Procedures for Entities ~~Assuming~~ assuming HUD Environmental Responsibilities and a Certification of Exemption has been filed with HUD.
- The RFQ process is scheduled to begin in November 2008. A professional services agreement with the best-qualified design firm is scheduled to be signed by April 2009.

Performance Measure: N/A

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Planning	High	CDBG	\$83,659	NA	\$0	1297/0 People

DRAFT - Travis County Program Year 2007 CAPER**Project: Planning****Activity: Water/Wastewater Improvement Planning****IDIS #: 13****Project Description:**

This project funds the a Senior Engineer who functions as a Project Manager over two active CDBG-funded street improvement projects in Apache Shores and Lave Lane. The Senior Engineer is also in charge of assessing and providing a report for potential water and wastewater projects to be considered in the future by the Travis County Commissioners Court.

The unincorporated areas whose water/wastewater needs will be assessed for eligibility and potential costs include: Apache Shores , Bluebonnet/Volker Lane , Deer Creek Ranch, FM 969 & FM 973 area, FM 1625 Area, Imperial Valley, Kennedy Ridge, Littig, Manchaca Area, Mt. Chalet, Mountain View Estates, Northridge Acres, Plainview Estates, Plover Place and Rodriguez Road.

Project Status and Progress to Date:

- The utility that holds the Certificate of Convenience and Necessity (CCN) for each neighborhood has been identified.
- The utilities have been contacted regarding the location of their existing facilities and the best ways to extend their services.
- A selection criteria to prioritize projects has been drafted. These criteria will help establish an order of funding priority for the various neighborhoods that have requested inclusion in the study.
- The next phase of the feasibility study consists of primary surveys of the proposed neighborhoods. It is projected the water and wastewater study will be completed by January 2010.

Performance Measure:

Creating Sustainable Living Environments.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Planning	High	CDBG	\$108,704	NA	\$44,706.71	16/0 Neighborhoods

DRAFT - Travis County Program Year 2007 CAPER**Geographic Distribution of Projects**

Since Travis County does not have any consortium cities participating in the use of CDBG funds, all service and planning efforts focus on the unincorporated areas of the county. Of the six projects, three target specific census tracts, one focuses on interested, eligible people in Precincts 1 & 4, and the location of the remaining project is to be determined. The eastern precincts of the county, 1 & 4, and have a larger minority concentration than other parts of the County. The goal for focusing services in those areas is to improve access to services and quality of life for residents. When the location of the land acquisition project is identified, a public hearing will be held to notify citizens and receive comment.

Figure 3: Geographic Distribution of Grant Activity for the Program Year 2006

Project	Location/ Census Tract	
1. Owner Housing: Production of new units : Land Acquisition	To Be Determined	
2. Street Improvements: Substandard Road Improvements in Apache Shores	Census Tract: 17.42 Block Group: 1 Including sections of Pima Trail, Crazyhorse Pass, and Whitehead Trail.	
3. Public Services, Other: Family Support Services Social Work Services Expansion	Various eligible households in precincts 1 & 4 in the unincorporated areas of Travis County. Specifically residents in the following zip codes have been served: 78617, 78653, 78719, 78724, 78725, 78747	
4. Road Improvement Design	Lava Lane Road, Precinct 4, Census Tract:24.17 Block Group:3	
5. Water/Sewer Improvements: Northridge Acres Water Improvement	Census Tract: 18.51 Block Group: 1 Including sections of Prairie Lane, Summit Drive, Northridge Road, Parkview Drive and Hillside Drive	
6. Water/Wastewater Improvement planning	Precinct 1: FM 969 & FM 973 area, Littig, Imperial Valley, Bluebonnet/Volker Lane, Kennedy Ridge, Plainview Estates Precinct 2: Northridge Acres	Precinct 3: Manchaca Area Apache Shores, Mountain View Estates, Mt. Chalet, Deer Creek Ranch Precinct 4: FM 1625 Area, Rodriguez Road, Manchaca Area Plover Place

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Performance Evaluation of Projects**Compliance with CDBG National Objectives**

The use of CDBG funds requires selecting eligible projects that meet one of the three national objectives prescribed by HUD. These are 1) benefitting low/moderate income (LMI) persons, 2) addressing slum or blighted areas and 3) addressing an urgent need. All of the projects implemented during the program year 2007 met the national objective of benefitting low/moderate income persons, thereby complying with ~~the an~~ additional HUD requirement of spending that establishes that 70 % of CDBG funds ~~be spent~~ on LMI persons. The CDBG Financial Summary for Program Year 2007 Report located in Appendix C shows 100% of the PY07 expenditures benefited low to moderate income persons.

For an activity to qualify as meeting the low-mod national objective, grantees must certify they are following one of four qualifying categories: area of benefit activities, limited clientele activities, housing activities and job creation or retention activities. An area of benefit (LMA) activity is one that benefits all residents in a particular area, where at least 51 percent of the residents are low-to-moderate income persons. A limited clientele (LMC) activity is one where 51 percent of the beneficiaries have to be LMI persons. Low-mod housing (LMH) applies to activities that aim to provide or improve permanent residential structures which, upon completion, will be occupied by LMI households. A low/mod job (LMJ) creation activity is one designed to create or retain permanent jobs, at least 51 % of which will be made available to or held by LMI persons.

The following table summarizes the category under which each project qualifies to meet the low-mod national objective as well as the specific number of clients served in each target income area. In the cases of projects where no individuals have received services yet, a check mark identifies the anticipated income targets for the clients that will benefit for that project.

DRAFT - Travis County Program Year 2007 CAPER**Figure 4: Benefit to Low and Moderate Income Persons by Project**

Project	National Objective	Very Low (>30% MFI)	Low (30.1 to 50% MFI)	Moderate (50.1 to 80% MFI)
1. Land Acquisition for Affordable Housing Development	Low/Moderate Income: Housing (LMH)	✓	✓	
2. Street Improvements in Apache Shores	Low/Moderate Income: Area Benefit (LMA)		✓	✓
3. Public Services, Other – FFS Services	Low/Moderate Income: Limited Clientele (LMC)	54 persons	5 persons	12 persons
4. Road Improvement Design – Lava Lane	Low/Moderate Income: Area Benefit* (LMA)	✓	✓	✓
5. Water/Sewer Improvements	Low/Moderate Income: Area Benefit – Survey (LMA)	✓	✓	✓
6. Water/Wastewater Planning	N/A	✓	✓	✓

MFI* = Median Family Income as defined by HUD

Area Benefit*: Both Road Improvement Projects qualify as a Low-Mod Area of Benefit through an Exception Rule Provision or Upper Quartile Criterion permitted by HUD. Travis County's exception rule is 46.2%. To learn more about the Exception rule visit the following site: <http://www.hud.gov/offices/cpd/lawsregs/notices/2005/05-06.pdf>

Compliance with CONPLAN Goals

CDBG projects must also fit within one of the seven high priority project categories approved by Travis County Commissioners Court for the 2006-2010 period. The following list summarizes those high priorities identified and the corresponding projects implemented during program year 2007.

DRAFT - Travis County Program Year 2007 CAPER**Figure 5: High Priorities in the 2006-2010 Consolidated Plan and Projects Implemented in PY 2007**

High Priorities	Projects
Production of New Owner Housing Units via Land Acquisition	Production of New Owner Housing Units: Land acquisition (Development of affordable housing by Habitat for Humanity)
Street and Road Improvements	Road improvements to substandard roads in Apache Shores
	Improvement design for Lava Lane Road
Water and Sewer Improvements	Improvement of water infrastructure in North Ridge Acres
Public Services, Other	Family Support Services Social Work Services Expansion –Travis County HHS/VS Program
Infrastructure for New Housing Developments	None
Owner Occupied Housing Rehabilitation	None
Youth Services	None
Administration and Planning	Water/wastewater improvement planning

Assessment of Goals and Objectives

This section articulates the CDBG accomplishments for PY 2007 as they relate to the goals and objectives, spending, overall performance and effective grant management. A total of 3,265 people and 16 neighborhoods are expected to benefit from the projects identified in the PY06 2006 and PY07 Action Plans. To date, 71 people have ~~directed~~ benefited from these funds.

It is important to note that in many cases the impact of the project will not be captured for a number of years, given some of the projects will take 12-60 months to implement and complete. For example, the production of new owner housing units will not be completed until approximately the year 2011. Even though CDBG funds are only expected to support the acquisition of the land, the performance indicator will not be achieved until the houses are fully constructed and the households have purchased the homes. The table summarized below identified the goals and objectives, and the expected and actual number of people served during the past program years.

DRAFT - Travis County Program Year 2007 CAPER**Figure 6: Summary of Specific Objectives (HUD Table 1 C)**

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
1.1 Street Improvements: Substandard Roads in Apache Shores	Public Facilities	PY06 & 07 CDBG	# People receiving new service, # People receiving improved service, # People served (per LMI levels)	2006	1710	0	
				2007	0	0	
				2008			
				2009			
				2010			
			Multiyear Goal				1,710	0	0 %
1.2 Family Support Services Social Work Services Expansion	Public Services, Other	PY07 CDBG	Number of people who benefited	2006	N/A	N/A	
				2007	100	71	
				2008			
				2009			
				2010			
			Multiyear Goal				100	71	71%
1.3 Road Improvement Design in Lava Lane	Not Applicable	PY 06 CDBG	Number of people who will benefit	2006	N/A	0	
				2007	1297*	0	
				2008			
				2009			
				2010			
			Multiyear Goal				1297	0	0 %
1.4 Water/Sewer Improvements: Northridge Acres Water Improvements	Public Facilities	Travis County PY06 CDBG, Travis County General Fund, Texas Water Development Board, Williamson County CDBG, ORCA State CDBG, City of Austin	Number of people who will benefit	2006	158	0	
				2007		0	
				2008			
				2009			
				2010			
		Multiyear Goal				158	0	0 %
DH-2 Affordability of Decent Housing (Outcome/Objective)							
2.1 Owner Housing - Production of New Units: Land Acquisition	Owner Housing	PY06 & 07 CDBG	Number of housing units constructed	2006	10	0	
				2007	7	0	
				2008			
				2009			
				2010			
			Multiyear Goal				17	0	0 %
SL-3 Sustainability of Living Environment (Outcome/Objective)							
3.1 Planning	Not applicable	PY 07 CDBG	Other - number of neighborhoods assessed	2006			
				2007	15		
				2008			
				2009			
				2010			
			Multiyear Goal				15	0	0 %

* The Lava Lane project is funded out of reprogrammed PY 2006 monies, but was allocated in August 2008 during PY 2007.

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The coding system used in the Outcome/Objective rows in the table above follows the numbering system established in the Community Planning and Development Outcome Performance Measurement System. The outcome/objective numbers stand for the following:

Figure 7: Numbering System for Outcome and Objective Coding

Objective	Outcome		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Expenditures and Leveraged Resources

Overall Expenditures

During PY07, spending began to occur in four different projects and progress was made in moving forward with the other of the remaining two. Of the \$1,681,686,904 budgeted to the six projects \$144,014.56 or 8.56 percent was spent per HUD's data management system called, IDIS.

Figure 8: CDBG PY07 Summary Financial Report from IDIS

CDBG Program Year 2007 Summary Financial Report*	
Carryover from PY06	\$ 838,659
PY07 CDBG Entitlement Grant	\$ 848,245
Total CDBG Funds Available for PY07	\$1,686,904
PY07 Funds Committed	\$1,686,904
PY07 Funds Expended	\$144,014.54
Carryover to PY08	\$1,537,889.46
HUD Timeliness Ratio	1.81

*Due to year-end close-out processes, additional monies were spent in the program year, but were not reflected in IDIS. Please see Appendix B for a full list of expenditures for the program year.

DRAFT - Travis County Program Year 2007 CAPER**Expenditures per Project**

Figure 9 summarizes the budgeted funding, the expended funds and the percent expended in for each of the projects.

Figure 9: Summary of PY07 Expenditures by Project

Project	Budgeted Funding	Expended as of 09/30/08	Percent Expended
1. Owner Housing: Production of New Units	PY06: \$250,000	\$0	0%
	PY07: \$195,518	\$0	
2. Street Improvements	PY06: \$305,000	\$0	0 %
	PY07: \$500,000	\$0	
3. Public Services, Other	PY07: \$64,000	\$27,010.28	42%
4. Water/Sewer Improvements	PY06: \$200,000	\$72,297.55	36%
5. Planning	PY06 \$88,727	\$44,706.71	50%
6. Road Improvement Design*	PY06: \$83,659	\$0	0%
Total	\$1,686,904	\$144,014.54	8.5%

* Reallocated funds from PY 2006 Public Service funding through Action Plan Amendment, August, 2008.

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in July 2008, and will continue to occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent. The timeliness ratio for Travis County in September 30, 2008 ~~is July 2008~~ was 1.81. Although Travis County did not meet it first year's timeliness test, CDBG is taking actions to address timeliness considerations and will continue to assess the spending of funds and the progress of projects to ensure timely spending.

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To address timeliness considerations, for the PY08 Action Plan, CDBG staff recommended the funding of administration and planning at maximum level and the selection of projects that could spend money in 12-18 months. In addition, the CDBG office has identified the extent and underlying causes of the timeliness concerns and has developed a workout plan to improve performance. This plan has been presented to HUD's regional office in San Antonio.

Leveraging Resources

Although no matching requirements are mandated for CDBG, during the reporting period, Travis County ~~was~~~~has been~~ successful in using HUD's CDBG funds to leverage additional monies from private and public sources. For the Northridge Acres Water Improvement project, Travis County is partnering with the Texas Water Development Board, Williamson County (CDBG), the Office of Rural Community Affairs, and the City of Austin, each of whom have invested dollars in this project. In addition, Travis County absorbed all of CDBG's administrative and planning costs ~~in order~~ to maximize the community impact of CDBG funding. The following table summarizes the amount of dollars leveraged:

Figure 10: PY07 Leveraged Resources for the 2007 Program Year

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent as of 9/30/2008
Water/Sewer Improvements North Ridge Acres	Texas Water Development Board	\$ 1,000,000	\$774,043 <u>475,464</u>
	Williamson County (CDBG)	\$ 150,000	\$0
	Office of Rural Community Affairs	\$ 250,000	\$80,601 <u>84,843</u>
	City of Austin	\$ 200,000	Spent in previous grant years
	Travis County General Fund	\$ 237,705	\$ 110,009 <u>4,690</u>
Family Support Services Social Work Services Expansion	Best Single Source (General Fund rent assistance program)	TBD	\$4,133.96
	Youth and Family Assessment Center (flexible funding)	TBD	\$1,181
Administration and Planning of CDBG	Travis County General Fund	\$168,308	\$155,689
	Total Dollars	\$2,006,013	\$1,124,593.90 <u>726,000.96</u>

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Managing the Process**Comprehensive Planning**

The Travis County Health and Humans Services and Veterans Service (HHS/VS) Department has a Research and Planning (R&P) Division ~~which is~~ tasked with much of the comprehensive planning for the Department: both internally ~~to the department~~ and externally ~~work~~ with community partners. Issues areas of focus for the R&P Division encompass the full range of ~~the our~~ department's services and investments: basic needs, workforce development, child and youth services – with particular emphasis on early childhood education, public health – particularly HIV/AIDS, ~~and behavioral health as well as;~~ ~~plus~~ efforts to organize the community around support for the elderly and immigrants. Additionally, the Division provides information services to inform decision making in ~~the HHS/VS our~~ Department and across the community. These services include: an annual report of community trends and statistics based on the American Community Survey, periodic surveys of community based organizations, more focused research and analysis upon request.

CDBG makes requests of the R&P Division for technical assistance, as needed, to assist with data collection, resource development and planning in the areas around housing, homelessness and community development. This collaborative effort increases capacity and reduces duplication of planning efforts for the Department.

Over the Program Year 2007, the CDBG staff, and in collaboration with the R&P Division, when noted, have participated in the following comprehensive planning efforts:

Homelessness

CDBG staff attended a technical assistance training for the Continuum of Care during the program year to better understand the funding and application process. Staff joined the Ending Community Homelessness Coalition (ECHO) in July 2008. This membership will provide staff the opportunity to become more involved in the issue area, to advocate for the homeless persons found in the unincorporated areas, to identify service strategies and to ensure identified pockets of homeless persons in the unincorporated areas are included in the annual count. One CDBG staff person participated in the Independent Review Team for the Continuum of Care applications.

Resource Development

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The R&P Division has a staff person dedicated to monitoring and reviewing grant opportunities. Over the last program year, a number of opportunities ~~were have been~~ identified for consideration by the CDBG Office, however, ~~during the program year~~, no opportunities were pursued due to limited CDBG staff capacity to manage additional dollars at this time. In addition, CDBG staff kept R&P informed about HUD funding streams and new monies that came down through the HUD system.

Additionally, CDBG staff is a part of an inter-departmental group which focuses on resource development and grant-related processes. Over the last year, the group assisted in the development of a grant manual which provides direction on ~~d~~Departmental procedures and participated in a training from Management Concepts ~~on~~regarding the management of federal dollars.

Affordable Housing

Members of both CDBG and R&P have attended several meetings over the last program year ~~related in relation~~ to affordable housing including the Housing Works planning meeting, the Community Action Network's housing inventory meetings, and City of Austin's housing forums. While there is not a formal planning body which focuses solely on affordable housing, several planning groups and coalitions have housing-related committees due to the cross-cutting nature of the issue areas. Staff will continue to attends these meetings as appropriate.

Additionally, the CDBG staff discussed the possibility of collaborative efforts around housing market studies and consolidated planning requirements with the City of Austin and some of the neighboring CDBG entitlements in a five County area in order to reduce costs and ~~to~~ look at affordable housing with a regional lens. CDBG staff hopes to continue this conversation in the future.

Foreclosures

During the program year, CDBG ~~& and~~ R&P began to identify sources of foreclosure data ~~during the program year~~ as well as sharing information on potential funding opportunities to address foreclosures and foreclosure prevention. We anticipate working collaboratively through participatory research in this area to ensure a consistent message on the emerging issue.

Water/Wastewater Planning

In response to the citizen participation process and the public's need for water/wastewater public infrastructure, a planning project was established during the program year. Please refer to the "Status of Projects" section of this report for ~~see the~~ detailed description of progress made this year in collaboration with TNR, the Travis County's public works department. The plan is anticipated to be completed in approximately ~~about~~ 12 months.

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Next Consolidated Plan

In anticipation of the next Consolidated Planning cycle, the CDBG office has ~~developed~~ created a preliminary plan for its development. The 2011-2015 Con-Plan will consist of the following parts: 1) ~~a~~A Community Needs Analysis, 2) ~~a~~A Housing Market Analysis, 3) ~~a~~A Strategic Direction, 4) ~~a~~An Action Plan for PY 2011 and 5) ~~an~~A Analysis of Impediments to Fair Housing Choice.

In 2009, the processes for conducting the housing market analysis, the analysis of impediments to fair housing choice, and other community needs analysis will be initiated. In 2010, the strategic direction based on analysis and public input will be developed. There will be ample opportunities for the public to provide input and make comments. In 2011, the strategic direction will be ready for the prioritization of PY11 projects, and the Consolidated Plan as well as the PY11 Action Plan will be ~~turned in to~~ submitted to HUD in August 2011.

Board, Commission and Association Involvement

Staff from different divisions of the HHS/VS department, including CDBG and R&P staff are currently involved in numerous boards, commissions, associations, and councils, not only to further the understanding of the relationship between the community and the needs of its most vulnerable citizens, but also to be a resource to the community, offering data and analysis, grant—writing skills, contacts with influential businesses, community and government leaders, and knowledge of government—funded program opportunities.

Compliance with Certifications

Travis County carried out all planned actions described in the five year HUD – approved Consolidated Plan, including:

- Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration and public infrastructure.
- Travis County provided requested certifications of consistency for HUD programs in a fair and impartial manner.
- Travis County did not hinder the Consolidated Plan implementation through any action or willful inaction.

Anti-Displacement and Relocation

Consistent with the goals and objectives of 24 CFR Part 570.606, Travis County commits to making all reasonable efforts to ensure activities undertaken with federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, non-profit organizations and farms).

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Travis County's policy on displacement, at present, is to not fund projects that displace persons. A draft of a comprehensive Anti-Displacement and Relocation Plan was written during the program year and expected to be approved by the Travis County Commissioners Court in PY 2008. Travis County did not purchase, rehabilitate or demolish occupied real property with CDBG funds during PY 2007 program year.

Specific Activities

HUD requires reporting on certain types of activities funded by CDBG. Below is the list of ~~specific activities and results of the responses to the required questions.~~

- **Low/Mod Job Activities:** Travis County did not undertake any low/mod job activities during the reporting year and does not have any planned low/mod job activities for the 2008 program year.
- **Low/Mod Limited Clientele Activities:** Travis County planned one low/mod limited clientele activity during the PY 2007 program year – a public service project. The Social Work Services Expansion project is currently being implemented successfully. Please refer to the table title "Benefit to Low and Moderate Income Persons by Project" to see the breakdown of clients by income level.
- **Housing Rehabilitation:** Travis County did not plan for or provide any housing rehabilitation activities during PY 2007.
- **Neighborhood Revitalization Strategies:** Travis County does not currently have any HUD-approved neighborhood revitalization strategy areas.

Fiscal Related Items

HUD requires reporting on certain types of fiscal-related items funded by CDBG. Below is the list of ~~specific activities and results of the responses to the required questions.~~

- **Program Income:** Travis County did not receive any program income during the PY 2007 program year.
- **Prior Period Adjustments:** Travis County did not have any prior period adjustments.
- **Loans and Other Receivables:** Travis County did not have any loans or other receivables during the PY 2007 program year.

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- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the PY 2007 program year.

Monitoring

As the lead agency for the development and implementation of the Consolidated Plan, the Travis County HHS&VS Department implements standard policies and procedures for monitoring CDBG programs. These monitoring activities ensure compliance with program regulations and compliance with financial requirements. Federal guidelines include: OMB A-110, OMB A-122, 24 CFR Part 570.603 (CDBG Labor Standards), 570.901-906 (CDBG) and the Davis Bacon Act and Contract Work Hours and Safety Standards Act (CDBG).

HHS/VS provides contract administration for community development activities in conjunction with the Transportation and Natural Resources Department, including but not limited to contract negotiations, compliance monitoring, and payment and contract closeout.

Frequency and Results of Monitoring Activity

Sub-recipients

Travis County did not engage in any sub-recipient agreements thus no monitoring activity occurred. The land acquisition project to produce affordable owner-occupied units is anticipated to be completed via a sub-recipient agreement. It is anticipated the sub-recipient agreement will be signed during the first quarter of the 2008 program year.

Contractors

During the reporting period, Travis County worked with~~engaged~~ a construction contractor for the Water Improvement project and a design consultant for the Apache Shores Street Improvement project ~~during the program year~~. The Purchasing Office conducted Davis Bacon interviews and collected certified payroll of workers employed for the conduct of the water improvement project, ~~collected certified payroll,~~ reviewed invoices for accuracy and compliance with both of the executed contracts, and completed the required reports for each project.

Internal Travis County Departments

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For CDBG funded projects implemented by Travis County Departments, the CDBG office has instituted controls at key points of the project implementation process to ensure program compliance. The CDBG office:

- Meets with each project manager and ~~relevant~~ project-related staff at regular intervals throughout the implementation period to review project status, implementation, effectiveness of programs, and compliance issues.
- Reviews any request for purchase prior to department approval.
- Reviews all Request of Qualifications, Request for Proposals, Request for Services, Invitations for BID and contracts prior to the release by the Purchasing Department.
- Requests technical assistance from HUD, as needed, on behalf of each project.
- Reviews the results of project environmental reviews, and submits the appropriate paperwork to HUD.
- Verifies and documents target area, and service area eligibility, monitoring documentation in a quarterly basis.
- Reviews CDBG project expenditures on a monthly basis before draw-downs are made.

CDBG staff completed a variety of monitoring tasks for each project. No funds were provided during the program year to external entities; therefore, the summary below identifies the monitoring activities for internal Travis County CDBG projects:

Street Improvements: Substandard Roads in Apache Shores

- Kept in communication with the project manager.
- Forwarded numerous technical assistance requests to HUD.
- Reviewed the RFQ, design consultant selection and professional services contract prior to execution.
- Completed the paperwork to certify exemption of design and engineering services.

Street Improvements: Lava Lane

- Kept in communication with the project manager.
- Reviewed the RFQ prior to execution.
- Completed the paperwork to certify exemption of design and engineering services.

Water/Wastewater Improvements: Northridge Acres Water Improvements

- Kept in communication with the project manager.
- Forwarded technical assistance requests to HUD as needed.
- Completed the paperwork to certify environmental review.
- Reviewed project implementation after a change in project managers and provided a high level of technical assistance to the project.

Public Services, Other: Family Support Services Social Work Services Expansion

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- ♦ Met weekly at the beginning of service provision with project manager and social worker to provide technical assistance and work out any service delivery issues.
- ♦ Reviewed client files in July 2008 and made recommendations for improvement.
- ♦ Reviewed quarterly performance reports.
- ♦ Reviewed and approved all Authorizations to Purchase and travel and mileage requests prior to submission to financial services.

Water/Wastewater and Other Project Planning

- ♦ Kept in communication with the project manager.
- ♦ Completed the paperwork to certify exemption of design and engineering services.
- ♦ Assisted in the development of the plan and development of the criteria.

In addition, CDBG provided training opportunities for a non-profit and for internal County staff on fiscal management, environmental review and CDBG basics.

Results of Monitoring Efforts

As a result of the monitoring efforts made, staff was able to identify and address potential issues surrounding compliance with different projects. Staff provided technical assistance and is closely monitoring the water improvement project. Technical assistance has also been provided to the public service project and another review of client files is scheduled for November 2008.

Institutional Structure and Coordination

Effective implementation of projects during the Program Year 2007 ~~Action Plan~~ involved a variety of key stakeholders. Coordination and collaboration within the Travis County government and between agencies was instrumental in ensuring the needs in the community were ~~are~~ addressed effectively. The departments and agencies involved in the implementation of the projects are described below.

Internal Travis County Departments

The CDBG office engaged several Travis County departments to ensure efficient and effective project planning, management, and implementation. Those departments with key roles in the execution of the projects included the Health and Human Services & Veterans Service Department (HHS/VS), the Transportation and Natural Resources Department (TNR), the County Attorney's Office, the Auditor's Office and the Purchasing Office. The Travis County Commissioners Court, as the chief-policy making authority of the County, provided oversight and had the final approval on the actions recommended by the county staff. CDBG staff implemented the policies and procedures to support the effective management of CDBG funds.

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Health and Human Services & Veterans Service Department

Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead county agency responsible for the administration of the County's CDBG funding. This department has the primary responsibility of assessing community needs, developing the Consolidated Plan and yearly Action Plans, managing project activities in conjunction with other county departments and other community partners, administering the finances, monitoring and reporting of the grant. The CDBG office is located in the Executive Manager's Office within HHS/VS. HHS/VS reports to the Travis County Commissioners Court for oversight authority.

R&P provided planning support, as needed, and as detailed in the Comprehensive Planning section. The Family Support Services (FSS) Division of HHS/VS managed the CDBG public service project. FSS also manages the seven Travis County Community Centers so the CDBG Office worked closely with the Division to ensure access to CDBG documents and encourage outreach and citizen engagement through the Centers.

Travis County Commissioners Court

The Commissioners Court is made of four elected commissioners, one to represent each county precinct and the County Judge who serves as the presiding officer. As a group, the Commissioners and County Judge are the chief policy-making and governing body of the county government. The Commissioner's Court made all final decisions about CDBG fund allocations.

Transportation and Natural Resources Department

The Transportation and Natural Resources Department (TNR) and the CDBG office worked closely to coordinate environmental review functions, project planning, implementation and GIS mapping. TNR and CDBG employees have been trained in environmental regulations. This cross training of both departments allows for quality review and peer consultation. More formalized processes and policies for Travis County's environmental review processes will be developed over the next year to take effect during the implementation of the PY08 Action Plan.

In addition, as part of one of the PY07 projects, the CDBG office is working closely with a Senior Engineer the TNR office hired to prepare an assessment of areas that need water/wastewater improvements. The CDBG office and the Senior Engineer have and will continue to coordinate the preparation of project scopes, eligibility, cost estimates, and project design.

The County Attorney's Office

The County Attorney's Office creates and reviews legal agreements as well as provides legal advice and consultation. They created templates to assist with CDBG procurement

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procedures, related consultant services, subsequent construction documents, and templates for sub-recipient agreements. This type of collaboration is expected to continue during the implementation of the PY08 Action Plan.

The County Auditor's Office

The Auditor's Office provides fiscal oversight for the County including the arrangement of the Single Audit. Over the program year, the Grants Division completed quarterly financial reports, reviewed and approved draw-downs from IDIS and reviewed all agreements for fiscal compliance. Additionally, the Auditor's Office will monitor fiscal compliance of sub-recipients. This type of collaboration is expected to continue during the implementation of the PY08 Action Plan.

The Purchasing Office

The Purchasing Office manages the CDBG procurement processes for commodities, professional services and construction. The office received a position funded by the Travis County general funds in 2006 to support CDBG and programs of the Texas Department of Transportation (TxDOT) - two new streams of federal funding. This approach supports compliance with common federal standards and promotes efficiencies within the County. In addition, this position ensures compliance with required labor standards and submits related reports to the CDBG office. The collaboration between the CDBG office and the Purchasing office is also expected to continue during the implementation of the PY08 Action Plan.

Public Sector and Non-Profits

During the implementation of the PY07 Action Plan, the Travis County CDBG office coordinated with a variety of local non-profits and governmental entities activities related to project and grant management and community planning. The following list provides some examples of the type of engagements the Travis County CDBG office had with the public and other private sectors:

- ♦ Consultation with other entitlement counties and cities to exchange models for CDBG grant management and project implementation;
- ♦ Information exchange and coordination with other implementing agencies on jointly funded projects;
- ♦ Coordination of planning efforts for affordable housing and ending homelessness initiatives with local stakeholders including coalitions of non-for-profits, the City of Austin, and regional organizations;

During the implementation of the PY08 Action Plan, additional engagements are anticipated such as:

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- ♦ Coordination of planning efforts with the University of Texas, in particular with the faculty and students of the Community and Regional Planning Department for areas such as developing an affordable housing policy for the County and developing a comprehensive analysis of impediments to fair housing choice;
- ♦ Partnerships with local Community Housing and Development Organizations (CHDOs), non-profits, and other community development and housing providers to explore options for community development and public service projects and leverage other federal, state, local and private funding.
- ♦ Coordination of planning efforts with the Travis County Housing Authority and Travis County Housing Finance Corporation for affordable housing programs in the unincorporated areas of the county;
- ♦ Engagement of other municipalities in Travis County for future collaboration in the areas of community development and housing activities.

Consortium Member Cities

At this time, Travis County's jurisdiction does not include consortium member cities.

Public Engagement

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006. The approved CPP identifies the strategies and structure to fully engage the community.

Development of the PY 2008 Action Plan

Travis County held a total of seven public hearings to provide input and comments on the proposed usage of PY08 funding as documented in the PY08 Action Plan. During the months of February and March, 2008, the County held five public hearings specifically to solicit input for the use of CDBG funds. In addition, during the months of June and July, Travis County held two public hearings and a 30-day public comment period to solicit final comment on the proposed uses of CDBG funds. For a detailed version of the public participation activities and comments received please refer to the PY08 Action Plan.

PY 2007 CAPER

During the week of November 10, 2008, Travis County published a Public Notice announcing the availability of the PY 2007 CAPER, the public comment period and the public hearing at Travis County Commissioners Court. The notice appeared in several area newspapers that target the unincorporated areas of Travis County. A copy of the notice may be found in *Appendix A* in English (Attachment A) and Spanish (Attachment B). Public notices were also

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posted at the Travis County Community Centers and on the Travis County Website during the week of November 3, 2008.

Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on November 18, 2008. After presentation to Travis County Commissioners Court, the CAPER ~~was~~will be posted for public review and written comments prior to approval by the Travis County Commissioners Court.

The comment period ~~will~~commenced November 19, 2008, and ended December 12, 2008. The comment period was extended by one week due to the later notice in the newspapers to ensure ample time for the public to comment. Additionally, a public hearing ~~was~~will be held at Travis County Commissioners Court on December 2, 2008. Comments on the CAPER ~~may be received in~~could be submitted in -writing via email or postal mail to the Travis County Health and Human Services & Veterans Service CDBG staff or verbally at the public hearing. ~~No comments were received.~~ The final CAPER will be posted on the Travis County website (www.co.travis.tx.us). Copies of the full document will be available for review at the seven Travis County Community Centers.

Summary of Citizen Comments on the CAPER

~~{Comments to be added after the public comment period}~~
No comments were received.

Evaluation of the CDBG Program

Evaluation of Overall Performance

The Travis County CDBG Program has come a long way since its inception in October 2006, developing the systems that support the management of the grant and compliance with HUD regulations. Although no funds were spent during the first program year, during its second year, funds ~~were~~have been spent in four of the six projects. The CDBG office will continue to establish the necessary systems in place to ensure program effectiveness.

It's important to note that the CDBG office has had to cope with factors that initially delayed the program implementation. Due to an erroneous funding amount provided by HUD in 2006, the Consolidated Plan was disallowed, requiring a redirection of strategic plans and a substantial amendment to the Consolidated Plan and the PY 2006 Action Plan. The execution of the original grant agreement with HUD was delayed four months. The program continues to feel the impact of the delay especially in the area of timeliness of spending.

Strengths

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Over the course of its first two program years, Travis County has gained significant knowledge and experience in the administration of the CDBG program, investing much time in the development of systems for CDBG processes, the collaboration of numerous county departments, and the application of federal regulations. Additionally, staff has sought out training opportunities to increase knowledge of the CDBG staff and staff within County departments. Specifically, the staff attended training on Basically CDBG, environmental review, CDBG cross cutting issues, Managing Federal Grants for Cooperatives and Recipients and the 2008 conference and training held by the National Association of County Community and Economic Development (NACCED) – among others. Staff has determined that training, networking and having an excellent understanding of terminology and internal systems strengthen the implementation of projects.

During the program year, two key positions were filled. The first was the Planner position within the CDBG Office. The addition of this staff person in November 2007 has provided the opportunity to improve documents, systems, and ensure completion of the required CDBG related work. The second position filled was that of the Analyst in the Auditor's Office. This position provided the capacity to further support the fiscal compliance and sub-recipient monitoring for CDBG.

Additionally, each County Department involved with CDBG projects is extremely cooperative in communicating status of projects, issues, challenges and resolutions to problems. This level of cooperation allows compliance to be more easily achieved.

Challenges

Project selection and foundation building to support contracted services has proven to be the key barriers to implementing projects and to spending funds timely. With regard to project selection, choosing infrastructure and land acquisition projects were more difficult to implement than anticipated for different reasons. Infrastructure projects take up to 36 months to expend funding. Due to the expensive nature of the infrastructure projects, tying up large amounts of funding for 36 months proves a challenge for achieving timeliness. Land acquisition, on the other hand, can expend large amounts of funding quickly, but the regulations surrounding this type of activity are complicated and take time to learn.

Foundation building is also a key challenge due to the time it takes to understand regulations, build CDBG knowledge within the County, and develop the contracts and other legal documents to support activities. CDBG comes with a reputation of being complicated and cumbersome; therefore, county staff involved with the program is more cautious before approving items and moving forward with expenditure of funds.

These challenges, in addition to the 4 month delay, have made it difficult to spend money in a timely mannerway. In hindsight, staff would have provided a variety of high priority

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categories that allowed for projects which expend funds quickly through County Departments along with more phased implementation of infrastructure projects and the use of experienced consultants to manage the projects.

Goals for Improvement

Staff has identified the following goals for improvement:

1. Continue to look for training opportunities to support knowledge gain to increase grant management skills and CDBG knowledge for County staff.
2. Use consultants to improve project performance with limited CDBG staff expertise or time.
3. Increase knowledge of internal Travis County systems to find the fastest~~most quick~~ and most efficient ways to implement projects.
4. Fund infrastructure projects in manageable pieces.
5. Fund projects that can be completed within 12-18 months.

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Travis County

Section II: Housing and Services for the Homeless

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008



-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER**CDBG Housing Investments**

Travis County did not complete any housing units during the reporting period. The CDBG land acquisition project will purchase land for affordable housing development with housing units anticipated on the property on or before 2011. Refer to the pProject uUpdate section of this report to learn more about the specifics of the project.

The following figure – a table required by HUD - identifies the priorities assigned to the housing activities for renters or owners and the populations the County anticipates targeting during the Consolidated Plan period. While priorities and goals have been assigned to housing needs, these represent estimates based on available data. The specific type and level of need in the community is not completely known at this time.

**Figure 13: Summary of Housing Priority Needs for 2006-2010
and PY 2007 Accomplishments**

Housing Priority Needs and Accomplishments Summary				
Priority Housing Needs (Households)		Goals	PY 2006 Numbers	PY 2007 Numbers
Renter	Small Related	2	0	0
		1	0	0
		2	0	0
	Large Related	0	0	0
		1	0	0
		1	0	0
	Elderly	1	0	0
		0	0	0
		0	0	0
	All Other	1	0	0
		1	0	0
		2	0	0
Owner		20	0	0
		15	0	0
		31	0	0
Special Needs		N/A	N/A	N/A
Total Goals		68	0	0

DRAFT - Travis County Program Year 2007 CAPER**Overview of Housing Services supported by Travis County**

In addition to CDBG, Travis County addressed the housing needs of its residents ~~on~~ in PY07 through diverse strategies that included the support of homeless and emergency shelters; transitional, public, assisted, and rental housing; first-time homebuyer programs and owner-occupied assistance programs. These services were either directly delivered by County departments, affiliate entities or by contracted not-for-profit agencies.

Travis County HHS/VS Housing Services

The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. Funding for services comes from the Texas Department of Housing and Community Affairs, the City of Austin and the Travis County General Fund. In the reporting period, a total of 503 county residents received energy saving and emergency repair assistance. The assistance was distributed in the following manner:

- ♦ 115 low-income homeowners and renters were helped to meet energy savings through the state-funded Low Income Home Energy Assistance Program (LIHEAP) and a state-funded grant from the Department of Labor.
- ♦ 160 very-low and extremely low-income consumers were assisted through the state-funded Comprehensive Energy Assistance Program (CEAP), which replaces or repairs energy using devices such as refrigerators, air conditions and heating systems. This activity aims to improve energy efficiency and reduce heating and cooling costs.
- ♦ 128 low-income families were helped with energy saving weatherization.
- ♦ 100 individuals received emergency assistance in the form of access ramps and equipment, limited septic system assistance, or gas, heating, and electrical assistance.

Travis County HHS/VS Family Support Services Division

The Family Support Services (FSS) Division provides rent and mortgage assistance as well as utility assistance to stabilize housing for 30 days ~~housing stabilization as well as utility assistance~~. Funding for services comes from the Travis County General Fund, the Federal Emergency Management Agency (FEMA), the Comprehensive Energy Assistance Program and a variety of local electric and gas utility providers. The services provided by the FSS division are reported under the Homelessness Prevention section of this report.

Other Travis County HHS/VS Divisions

Other HHS/VS Divisions provide emergency rent or utility assistance on a smaller scale than FSS. These dollars are usually a part of a comprehensive case management program with strategic use of funds for families in need.

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Travis County Housing Finance Corporation

Through the Travis County Housing Finance Corporation (TCHFC), Travis County is engaged in a number of efforts to foster and maintain affordable housing. The Corporation provides single-family home ownership opportunities, including down payment assistance to first-time homebuyers who meet certain income requirements. In addition, the Corporation issues tax-exempt bonds to finance the construction or acquisition of multi-family apartments that must provide rental units to certain low and moderate-income families. During the reporting period:

- ♦ 17 first-time homebuyers received forgivable loans to purchase homes outside the City of Austin. Loans were made to homebuyers whose incomes were either below 80% or 60% of the Austin area median family income. The loans were in the amount of either \$10,000 or \$8,325 and were forgivable over 5 or 10 years. It is estimated that half of the loans were for homes located in the unincorporated areas of Travis County.
- ♦ Approximately 100 families who purchased a home in Travis County received 30-year fixed rate mortgages and a 4% down payment grant. In December 2008, the Corporation will complete a \$15.5 million program that began in June 2007.
- ♦ Approximately 350 families received information about programs in Central Texas to assist them in purchasing a home and 30 families received home buyer education classes.

The Housing Authority of Travis County

The Housing Authority of Travis County (HATC) manages three public housing sites, a Section 8 Housing Choice Voucher Program, three Shelter Plus Care Projects and a Lease-Purchase program.

The public housing sites have a total of 105 housing units while the Shelter Plus Care projects provides rental assistance for homeless people with chronic disabilities in the Austin-Travis County area. The program utilizes integrated rental housing and flexible and intensive support services to promote community tenure and independence. These Public Housing and Shelter Plus sites are all located in the incorporated areas of the county.

In the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled and elderly families or individuals. HATC also operates a Lease-Purchase program, to provide homeownership opportunities for prospective homebuyers who can afford monthly mortgage payments, but do not have funds for a down payment and/or closing costs or the credit standing to qualify for a loan.

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Barriers to Affordable Housing

Many factors impact affordability of the housing stock in the unincorporated areas of Travis County. The high cost of living and the demand for land and housing create a lack of affordable housing for very low- and low-income households. Outlined below are the barriers to affordable housing identified through the 2006-2010 Consolidated Plan's needs assessment, housing market analysis, provider forum and surveys, consultations and public hearings.

Lack of Funding for Affordable Housing

Travis County's Housing Finance Corporation currently has funding and programs in place to increase affordable home ownership through first-time homebuyers down payment assistance and bond programs. While this funding creates opportunities to increase housing affordability, poor credit scores and other factors make it difficult for low to moderate-income families to qualify for mortgage loans.

The majority of Travis County residents with a housing cost burden are renters. Not enough funding exists to subsidize renters to make rents more affordable.

High Cost of Housing, Land and Infrastructure

The high cost of housing, land and infrastructure makes homeownership and rents unaffordable to many of Travis County's low-income families. For residents with low- to moderate-income, the availability of homes at affordable prices is dwindling. The execution of the land acquisition project will assist in addressing this barrier.

Building Codes, Zoning Provisions, Growth Restrictions and Fees

At this time, Travis County does not have any building codes, zoning provisions or growth restrictions in the unincorporated areas. This is largely a function of state statutes that place significant limits on the authority of counties to regulate or restrict development. While less restrictions, codes and provisions initially increase affordable development, it also increases the likelihood for substandard housing and other unsuitable living conditions throughout the unincorporated areas. The Travis County Commissioners Court is currently exploring ways the county can expand its land use authority in the unincorporated areas.

Environmental Regulations

Several state and federal regulations exist to protect the environment including the Endangered Species Act, the National Pollutant Discharge Elimination System and the Wetland regulations. Texas rules include regulation for the installation of septic systems and

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for development over the Edwards Aquifer. These regulations may increase costs for development, affecting affordability. When possible, land identified for purchase will target areas where environmental costs will not substantially increase the cost of housing.

Addressing Barriers to Affordable Housing

Refer to previous section to see Travis County's investments in promoting affordable housing.

Impediments to Fair Housing Choice

HUD has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an analysis of impediments to fair housing choice and by taking actions to overcome the identified impediments. Given the County's limited history administering the grant (two program years), the complexities of conducting a thorough analysis, and the limited staff resources, the CDBG office of Travis County developed a preliminary analysis to lay the ground for a more comprehensive analysis to be conducted by a consultant in the program year 2008. Part of the funds requested for CDBG Program Year 2008 administrative expenses will fund the study.

The preliminary analysis highlights the impediments identified by the City of Austin in the analysis they published in February, 2005. Since much of the analysis conducted by the city, used county data, the impediments can be expected to hold in other areas of the county including non-incorporated areas. The identified impediments are the following:

- Lack of accessible housing to meet the need of the disabled community throughout the county
- Lack of affordable housing
- Discrimination of minorities in housing rental and sales market
- Misconception by property managers concerning family occupancy standards
- Predatory lending practices
- Disparity in lending practices
- Failure of mortgage lenders to offer products and services to very low-income and minority census tracts people
- Insufficient financial literacy education
- Insufficient income to afford housing

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The analysis of impediments that will be conducted with funds from the PY08 Action Plan, will reveal to what extent the impediments mentioned are applicable to the county as a whole as well as any other impediments that might be unique to the unincorporated areas. The analysis will also design an action plan to address those impediments.

During the PY 2007, Travis County addressed fair housing issues identified in a variety of ways:

- The CDBG webpage on the Travis County website now has a page focused solely on fair housing and referrals to report fair housing violations.
www.co.travis.tx.us/health_human_services/CDBG/FairHousing/fair_housing.asp
- CDBG investments were made aiming to increase affordable owner housing.
- CDBG and General Fund investments were made in basic needs and case management which can address issues such as financial literacy, underemployment, and access to federal benefits. All of these areas can help residents with both opportunities to increase their income and increase their access to housing.
- Funding of social services from the Austin Tenant's Council (ATC) and Texas Rio Grande Legal Aid, Inc. ATC provides information about housing rights and advocacy to protect the housing rights of low income and minority residents of Travis County. Texas Rio Grande Legal Aid, Inc. provides legal assistance to obtain or preserve safe, decent and affordable housing for clients facing eviction and/or homelessness. During the reporting period, Travis County invested \$189,159 in these two organizations which served 4,717 clients.
- The Family Support Services Division, which operates within HHS/VS, addressed issues of possible fair housing discrimination by referring clients to these organizations.

In spite of these efforts, the County needs to develop a comprehensive action plan to identify and address all of the impediments. The Analysis of Impediments study will allow the County to target efforts to reduce discrimination and barriers to affordable housing through advocacy, policy change and strategic investments.

DRAFT - Travis County Program Year 2007 CAPER**Homeless****Planning Efforts to End Homelessness**

Travis County is a member of the Ending Community Homelessness (ECHO) Coalition. The overall role of ECHO is to identify specific strategies and oversee ongoing planning and implementation of a plan to end chronic homelessness in Austin and Travis County. The ECHO Coalition is comprised of four subcommittees: Planning & Evaluation, Prevention, Exiting, and Systemic Issues. Regular monthly meetings for each subcommittee are held, and plenary meetings for all ECHO members are held quarterly.

Travis County CDBG staff joined ECHO's Planning and Evaluation Committee during PY07 and participated in the Independent Review Team that reviews and rank HUD Continuum of Care (CoC) applications and provides feedback to contracting agencies. Additionally, the expansion of the FSS Social Work project has provided an opportunity to learn about pockets of homelessness in the unincorporated areas of the county. Staff is forwarding information on the areas for inclusion in the annual count planned in January 29, 2009. CDBG staff will continue to participate in this coalition through committee work.

Homeless Services

During the 2007 program year, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested \$309,941.67 in general fund dollars ~~in~~ via contracts with social service providers targeting the homeless persons in conjunction with the Austin/Travis County ESG grant administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- ♦ 966 unduplicated clients received case management
- ♦ 18 unduplicated clients received supportive housing
- ♦ 4,234 adult and children received shelter
- ♦ 149 adult and children were placed in transitional housing
- ♦ 108,429 bed/nights were offered for emergency shelter.

Homelessness Prevention

A variety of homelessness prevention efforts are made through the Travis County General Fund and other grant sources. HHS/VS invests funds ~~in~~ directly through its Family Support Services Division (FSS) to address housing stability issues including rent, mortgage and utility assistance. During the reporting period, FSS provided over \$ 1,607,361 of General Fund and grant assistance dollars to:

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- ♦ 5,192 individuals with emergency rent/mortgage payments to stabilize housing for 30 days
- ♦ 10,544 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invests additional dollars through social service contracts focusing on housing stability.

HUD Continuum of CARE (Homeless SuperNOFA)

Austin/Travis County receives approximately \$3.7 million per year in HUD Continuum of Care (CoC) funding. This funding is provided for homeless assistance and has been static for several years due to no additional SuperNOFA funds awarded to the CoC.

HOME/ American Dream Down Payment Initiative (ADDI)

Travis County does not receive HOME or ADDI funds at this time.

Emergency Shelter Grant

Travis County does not receive Emergency Shelter Grant funds at this time.

Addressing "Worst Case" Housing Needs

Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median income who pay more than half of their income for housing or live in severely substandard housing.

CDBG Efforts

The expansion of the FSS Social Work program this year provided data to demonstrate the housing needs. Twelve out of 17 households served thus far, identified having a housing problem. The land acquisition project funded with CDBG dollars will purchase land for affordable housing development for very- low income (30% MFI) and low-income (50% MFI) families. Housing units will be built on the property on or before 2011.

Travis County Efforts

The County addresses worst case housing needs in a variety of ways including targeted investments to low income persons. Additionally, Travis County Housing Services performs

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weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. As pointed out in an earlier section of this report, during the PY07, a total of 503 county residents received energy saving and emergency repair assistance.

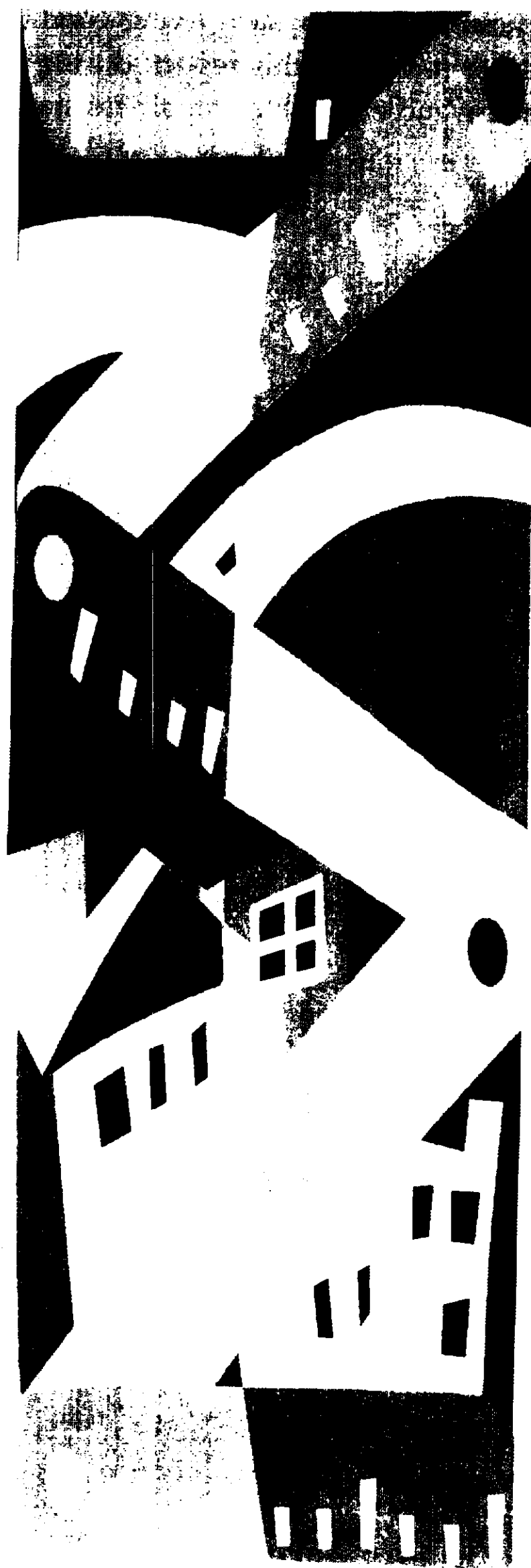
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Travis County

Section III: Non- Housing Community Development and Other Actions

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008



-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER**Non-Housing Community Development Investments**

Non-Housing Community Development projects include infrastructure, public facilities and public service projects. Out of these three categories Travis County identified infrastructure and public services in their high priorities for the 2006-2010 period. Within the infrastructure category, water and wastewater projects and street improvement projects were prioritized. For public services, youth services and "Other Public Service Needs" were prioritized. Other public service needs encompasses most public services except youth services, senior services, employment training, child care services, transportation services, substance abuse services, health services and lead hazard screening.

Figure 14: Community Development Priorities Identified for the 2006-2010 Consolidated Plan and PY06 and PY07

Area of Priority	Priority Need Level for the 2006 – 2010 period	Projects for PY 06	Dollars to Address Needs*	Dollars Spent in PY 2006	Dollars Spent in PY 2007
Infrastructure					
Water/Sewer Improvements	High	✓	\$2,500,000	\$ 0	\$72,297.55
Street Improvements	High	✓	\$1,500,000	\$ 0	\$ 0
Public Service Needs					
Youth Services	High	✓	\$250,000	Funds were Relocated	NA
Other Public Service Needs	High	✓	\$500,000	\$ 0	\$27,010.28

* "Dollars to Address Needs" refers to how many dollars it would take to make the problem "go away." This concept is part of a table that is required by HUD. The numbers listed in this table are vague estimates made in 2006 that do not necessarily represent actual figures.

During the past two years, CDBG dollars in Community Development have been allocated to support the improvement of a water delivery system, the improvement of substandard roads and the planning of water and wastewater projects. Refer to the figure below for a summary of CDBG investments in community development for 2006-2008.

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**Figure 15: Overview of Travis County
CDBG Investment in Community Development**

Table 2B: Community Development Needs/Projects		
Community Development Needs/Projects	Priority Need Level	Budgeted in PY06 & PY07
INFRASTRUCTURE		
Water Improvements PY06	High	\$ 200,000
Street Improvements PY 06	High	\$ 388,659
Street Improvements PY 07	High	\$ 500,000
	Total Infrastructure	\$1,088,659
PUBLIC SERVICE		
Other Public Service Needs PY 07	High	\$ 64,000
	Total Public Service	\$ 64,000
ECONOMIC DEVELOPMENT	Low	\$ 0
PUBLIC FACILITY	Medium and Low	\$ 0
PLANNING		
Water/Wastewater Improvement Planning PY 07	Not applicable	\$ 88,727
	Total Planning	\$ 88,727
TOTAL CDBG Dollars Invested in Community Development:		\$1,241,386

In addition to CDBG projects, the County's infrastructure department, Transportation and Natural Resources, conducts community development activities in the form of public parks, bridge and drainage projects, storm water management, road maintenance, onsite sewage facilities, transportation planning, and various other projects, totaling approximately \$74,125,080 in PY 2007.

Water and Wasterwater Needs

Water and wastewater needs have been a recurring need brought up by residents during the last three years in the CDBG public hearings held. As a result of lowering water tables, as well as the development occurring in the South and East areas of the County, families are experiencing a shortage of water in their wells. Some families have to truck in water, while

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others go without this needed resource. The public infrastructure needed to resolve neighborhoods' access to water is costly and requires strategic planning and the creation of partnerships.

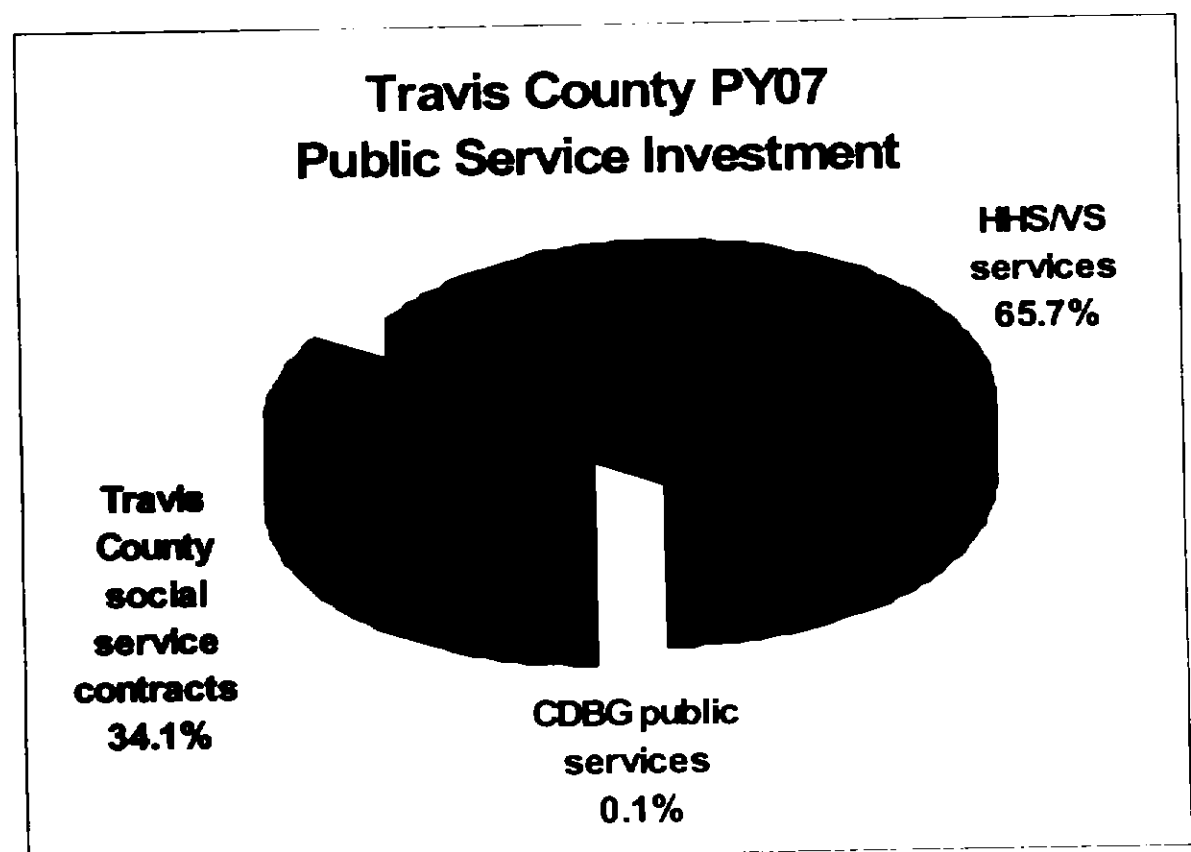
During the reporting period, CDBG funded a water/wastewater study of the neighborhoods that have self-identified a need. When completed, the study will provide the County objective and organized data to determine next steps. The planning will also assist in the development of opportunities to leverage funds with public and private dollars to address identified needs.

Anti-Poverty Strategy

Travis County's lead agency for administering CDBG funds is the Health and Human Services & Veterans Service Department, whose mission is "to work in partnership with the community to promote full development of individual, family, neighborhood, and community potential." The vision of HHS/VS is "optimizing self-sufficiency for families and individuals in safe and healthy communities." Both the mission and vision of HHS/VS are essentially aimed at preventing and ameliorating conditions of poverty in the County.

Travis County operates a number of anti-poverty programs that assist individuals and families on multiple fronts in transitioning from crisis to self-sufficiency. The County carries out its anti-poverty programs both through the direct delivery of services managed by the Health and Human Service and Veteran Service Department and by purchasing services from private and not-for-profit agencies in the community. In addition to the provision of direct services, Travis County continually assesses the poverty and basic needs of county residents, works with stakeholders in facilitating anti-poverty efforts, and supports public policy initiatives that prevent and ameliorate conditions of poverty.

HHS/VS contracts annually with over 40 non-profits in the form of social service contracts. During the 2007 program year \$8,115,640 was spent through social service contracts. In addition, during the 2007 program year the Health and Human Services & Veterans Service Department (HHS/VS) provided \$15,626,002 in direct public services. The following figure compares the percentages of Travis County public service investments in PY07 broken down by those contracted out, the CDBG



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investments and the direct investments delivered by HHS/VS.

HHS/VS began to develop a formal anti-poverty strategy during the 2006 program year. A committee made up of HHS/VS employees from across different divisions met to discuss the development of an anti-poverty strategy led by CDBG staff. In PY08, work will continue to further the development of an official anti-poverty strategy.

CDBG is funding an expansion of a social service program in the unincorporated areas. Through this program, many clients have manifested multiple needs related to housing, health, income and lack of basic services. Housing needs seems of particular importance with more than half of the clients served ~~who have identified~~, identifying as a major concern, the lack of affordable housing, or the lack of income to maintain a home. In addition, more than half of the clients served so far ~~have~~ identified a lack of basic services nearby as a major obstacle, more so recently with the rising fuel costs. Additionally, 23% of the households served have been involved with Adult Protective or Child Protective Services during service provision demonstrating the level of case management need and level of intensity of the cases.

The needs of the residents in the unincorporated areas have not been studied and quantified as much as those that live within the city limits. The work of the social services program will continue to identify those needs and will serve as a starting point for a more thorough needs assessment to be conducted during the development of the next CDBG Consolidated Plan.

Non-Homeless Special Needs

HUD identifies non-homeless special needs populations as elderly, frail elderly, those with severe mental illness, the developmentally disabled, the physically disabled, persons with alcohol and other drug addictions, victims of domestic violence, and persons living with HIV/AIDS. Over the five-year strategic direction of the 2006-2010 Consolidated Plan, no specific goals for CDBG are targeted to address non-homeless special needs.

Travis County's HHS/VS provides services to special needs populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address public health, substance abuse, indigent health, and mental health needs.

Services for Elderly & Frail Elderly

Travis County funded \$169,871.87 dollars worth of services to the elderly and frail elderly through social service contract investments during the reporting period. Services provided include in-home care services, bill payer services, meals, and case management. In-home

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services include assistance with personal hygiene tasks as well as housekeeping, while bill payer services include assistance with finances and money management. There were:

- ♦ 4,414 unduplicated clients served
- ♦ 571,134 prepared meals provided
- ♦ 827 unduplicated clients received ~~provided~~ case management services
- ♦ 136 individuals received ~~provided~~ in-home services

Services for Persons with Physical Disabilities or Developmental Delays

Through social service contract investments, ~~d~~During the reporting period, Travis County funded \$275,690 dollars worth of services for persons with physical disabilities and developmental delays ~~through social service contract investments~~. Services centered around employment and job-readiness, case management, early childhood intervention, basic needs assistance, and social/recreational opportunities. A total of 588 unduplicated children and adults were served during the reporting period.

Services for Victims of Domestic Violence

Travis County funded \$291,365.78 dollars worth of services for persons experiencing abuse, neglect, domestic violence, and sexual assault through social service contract investments in the 2008 Fiscal Year. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. Approximately 36,853 days of shelter and 942 unduplicated adults and children received services during the reporting period.

Services for Persons Living with HIV/AIDS

In FY08, Travis County funded \$401,961 dollars worth of services for persons living with HIV/AIDS (PLWA) through social service contract investments. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. A total of 2,738 persons received services including case management, primary medical care retention, client advocacy, medication adherence assistance, food bank assistance, nutritional counseling, home health, prevention, and support groups. Additionally, Travis County provided other services through health and public health inter-local agreements.

Lead-Based Paint

During PY-2007, Travis County did not engage in any projects requiring the identification or remediation of lead-based paint. Prior to contracting for the owner occupied rehabilitation program planned for PY08, the County will develop procedures to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September, 1999. The procedures will include notification, identification, and treatment, if necessary.

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HHS/VS Housing Services Division, which receives funds through State grant funds and the Travis County General Fund, provides limited lead-based paint remediation on houses built before 1978 where small holes in the wall or similar acts that could cause additional possible lead exposure are made.

Specific HOPWA Objectives

Travis County does not receive HOPWA funds at this time.

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Travis County

Appendix A: Public Engagement

**Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008**



-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER

Attachment A



Notice of Public Comment Period for the Draft of Travis County's Community Development Block Grant Program Year 2007 Consolidated Annual Performance and Evaluation Report

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County is making available to the public the draft of its 2007 annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1st, 2007 to September 30th, 2008, and describes progress made in carrying out the CDBG projects. This report will be submitted to HUD to meet federal requirements.

The draft of the report will be available for public comment period beginning at 8:00 a.m. November 19, 2008, and ending December 12, 2008 at 12 p.m. The draft of the CAPER is available for review beginning November 19, 2008, on Travis County's website at www.co.travis.tx.us and at the following locations:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

A Public Hearing will also be held to receive comments at

Location:

Travis County Granger Building
Commissioners Courtroom
314 W. 11th St, Austin

Date & Time:

Tuesday,
December 2, 2008 at 9:00 AM

Comments may be received in writing via mail or e-mail to:

CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 or
christy.moffett@co.travis.tx.us

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.

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Attachment B (Advertisement in Spanish)



AVISO PÚBLICO SOLICITUD DE COMENTARIOS SOBRE EL BORRADOR DEL INFORME ANUAL CONSOLIDADO DE DESEMPEÑO Y EVALUACIÓN DEL PROGRAMA DE SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS PARA EL AÑO PROGRAMÁTICO 2007

Como parte del proceso continuo de participación ciudadana dirigido por el Condado de Travis en relación al Programa de Subsidio en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés), el Condado de Travis pone a la disponibilidad de todo el público, un borrador del Informe Anual Consolidado del Desempeño y Evaluación (CAPER) del programa CDBG.

El informe de desempeño cubre el período del 1º de Octubre de 2007 al 30 de Septiembre de 2008, y describe el alcance de las metas establecidas en el Plan de Acción Anual del año programático 2007. Conforme a lo establecido por los requisitos federales del programa CDBG, el informe será presentado ante el Departamento de Vivienda y Desarrollo Urbano de EE.UU.

El período de comentarios públicos comienza a las 8:00 a.m. el 19 de noviembre de 2008 y termina a las 5: 00 p.m. el 12 de diciembre de 2008. A partir del 19 de noviembre de 2008, el borrador del informe estará disponible al público en la página web del Condado de Travis www.co.travis.tx.us y en los siguientes Centros Comunitarios:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

Se realizará una audiencia pública para recibir comentarios:

Lugar:

Travis County Granger Building
Commissioners Courtroom
314 W. 11th St, Austin

Fecha & Hora:

Martes, 2 de diciembre de 2008 a las 9:00 AM

También se recibirán comentarios por escrito a:

La dirección CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 o
Al correo electrónico de Chrity Moffet: christy.moffett@co.travis.tx.us

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. A solicitud de los interesados, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. De necesitar ayuda, favor llamar 854-3460.

DRAFT - Travis County Program Year 2007 CAPER

Attachment C *Summary of Public Comments*

No written comments were received during the public comment period nor were any testimony presented at the public hearing.

~~Reserved for the Public Comments received on the PY 2007 CAPER~~

~~[Full text of all comments will be added after the conclusion of the public comment period]~~

DRAFT - Travis County Program Year 2007 CAPER



Travis County

Appendix B: Financial Summary in IDIS vs. HTE

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2006
October 1, 2006 – September 30, 2007



-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER**Financial Summary in IDIS vs. HTE**

CDBG's financial summary for PY07 reflects different levels of expenditures depending on whether one looks at the reports from HUD's financial management system (IDIS) or the County's system (HTE). Due to year end close out processes at the County, additional monies were spent in the program year, but were not reflected in IDIS. This has to do with the manner in which the systems differ in the close out processes. The table below summarizes the expenditures made during the program year according to both financial management systems.

Figure 8: CDBG PY07 Summary Financial

Financial Summary	Report from IDIS	Report from HTE
Carryover from PY06	\$ 838,659	\$ 838,659
PY07 CDBG Entitlement Grant	\$ 848,245	\$ 848,245
Total CDBG Funds Available for PY07	\$1,686,904	\$1,686,904
PY07 Funds Committed	\$1,686,904	\$1,686,904
PY07 Funds Expended	\$144,014.54	\$291,846.75 243,159.93
Carryover to PY08	\$1,537,889.46	\$1,395,057 1,443,744.10
HUD Timeliness Ratio	1.81	1.64 1.70

DRAFT - Travis County Program Year 2007 CAPER**Expenditures per Project**

Figure 9 summarizes the budgeted and the expended funds in for each of the projects according to both financial management systems.

Figure 9: Summary of PY07 Expenditures by Project

Project	Budgeted Funding	Expended as of 09/30/08 IDIS	Expended as of 09/30/08 HTE
7. Owner Housing: Production of New Units	PY06: \$250,000	\$0	\$0
	PY07: \$195,518		
8. Street Improvements	PY06: \$300,000	\$0	\$ 40,881,29,476.98
	PY07: \$500,000		
9. Public Services, Other	PY07: \$64,000	\$21,914.62	\$31,697,35,136.89
10. Water/Sewer Improvements	PY06: \$200,000	\$72,000	\$170,791.59126,180.96
11. Planning	PY06 \$88,727	\$37,156.99	\$48,475.7252,371.09
12. Road Improvement Design*	PY06: \$83,659	\$0	\$0
Total	\$1,681,904	\$144,014.54	\$291,846.75243,159.92

* Funds were allocated to this project through substantial amendment in August 2008.

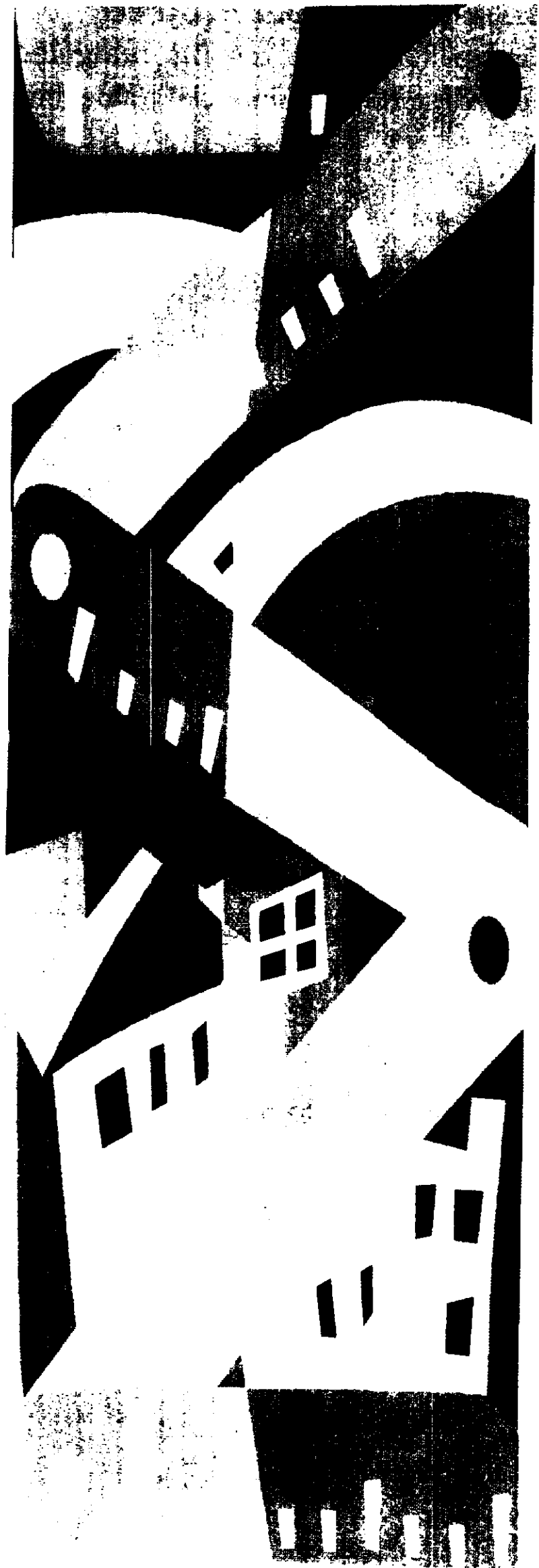
DRAFT - Travis County Program Year 2007 CAPER



Travis County

Appendix C: IDIS Reports

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2006
October 1, 2006 – September 30, 2007



-Prepared by Travis County Health & Human Services & Veterans Service

Attachment A: CDBG Financial Summary Report (CO4PR26) (Page 1 of 5)

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	838,659.00
02 ENTITLEMENT GRANT	848,245.00
03 SURPLUS URBAN RENEWAL	0
04 SECTION 108 GUARANTEED LOAN FUNDS	0
05 CURRENT YEAR PROGRAM INCOME	0
06 RETURNS	0
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,686,904.00

Attachment A: CDBG Financial Summary Report (CO4PR26) (Page 2 of 5)

PART II: SUMMARY OF CDBG EXPENDITURES

09	DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	99,307.83
10	ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0
11	AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	99,307.83
12	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	44,706.71
13	DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0
14	ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0
15	TOTAL EXPENDITURES (SUM, LINES 11-14)	144,014.54
16	UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,542,889.46

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17	EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0
18	EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0
19	DISBURSED FOR OTHER LOW/MOD ACTIVITIES	99,307.83
20	ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0
21	TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	99,307.83
22	PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

Attachment A: CDBG Financial Summary Report (CO4PR26) (Page 3 of 5)

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23	PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY2007
24	CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	99,307.83
25	CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	99,307.83
26	PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27	DISBURSED IN IDIS FOR PUBLIC SERVICES	27,010.28
28	PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	36,989.72
29	PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0
30	ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0
31	TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	64,000.00
32	ENTITLEMENT GRANT	848,245.00
33	PRIOR YEAR PROGRAM INCOME	0
34	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0
35	TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	848,245.00
36	PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	7.54%

Attachment A: CDBG Financial Summary Report (CO4PR26) (Page 4 of 5)

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	44,706.71
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	44,706.71
42	ENTITLEMENT GRANT	848,245.00
43	CURRENT YEAR PROGRAM INCOME	0
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	848,245.00
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	5.27%

Attachment A: CDBG Financial Summary Report (CO4PR26) (Page 5 of 5)

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17 NONE FOUND

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18 NONE FOUND

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

PGM	PROJ	IDIS			MATRIX	NTL		
YEAR	ID	ACT ID	ACTIVITY NAME		CODE	OBJ	DRAWN AMOUNT	
2006	0003	6	PY 06 NORTHRIDGE ACRES WATER IMPROVEMENT		03J	LMA	72,297.55	
2007	0003	12	PY 07 FSS SOCIAL WORK EXPANSION		05	LMC	4,871.32	
2007	0003	12	PY 07 FSS SOCIAL WORK EXPANSION		05	LMC	5,166.93	
2007	0003	12	PY 07 FSS SOCIAL WORK EXPANSION		05	LMC	5,596.70	
2007	0003	12	PY 07 FSS SOCIAL WORK EXPANSION		05	LMC	2,602.25	
2007	0003	12	PY 07 FSS SOCIAL WORK EXPANSION		05	LMC	4,655.72	
2007	0003	12	PY 07 FSS SOCIAL WORK EXPANSION		05	LMC	4,117.36	

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 1 of 17)

	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
ACQUISITION/PROPERTY-RELATED						
Acquisition (01)	2	0.00	0	0.00	2	0.00
Disposition (02)	0	0.00	0	0.00	0	0.00
Clearance and Demolition (04)	0	0.00	0	0.00	0	0.00
Cleanup of Contaminated Sites/						
Brownfields (04A)	0	0.00	0	0.00	0	0.00
Relocation (08)	0	0.00	0	0.00	0	0.00
	2	0.00	0	0.00	2	0.00

DRAFT Travis County Program Year 2007 CAPER

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 2 of 17)

	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
ECONOMIC DEVELOPMENT						
Rehab: Publicly/Privatey Owned C/I (14E)	0	0.00	0	0.00	0	0.00
C/I Land Acquisition/Disposition (17A)	0	0.00	0	0.00	0	0.00
C/I Infrastructure Development (17B)	0	0.00	0	0.00	0	0.00
C/I Building Acquisition, Construction, Rehab (17C)	0	0.00	0	0.00	0	0.00
Other C/I Improvements (17D)	0	0.00	0	0.00	0	0.00
ED Direct Financial Assistance to For-Profits (18A)	0	0.00	0	0.00	0	0.00
ED Direct Technical Assistance (18B)	0	0.00	0	0.00	0	0.00
Micro-Enterprise Assistance (18C)	0	0.00	0	0.00	0	0.00
-----	0	0.00	0	0.00	0	0.00

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 3 of 17)

HOUSING	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
Loss of Rental Income (09)	0	0.00	0	0.00	0	0.00
Construction of Housing (12)	0	0.00	0	0.00	0	0.00
Direct Homeownership						
Assistance (13)	0	0.00	0	0.00	0	0.00
Rehab: Single-Unit Residential (14A)	0	0.00	0	0.00	0	0.00
Rehab: Multi-Unit Residential (14B)	0	0.00	0	0.00	0	0.00
Public Housing Modernization (14C)	0	0.00	0	0.00	0	0.00
Rehab: Other Publicly Owned						
Residential Buildings (14D)	0	0.00	0	0.00	0	0.00
Energy Efficiency Improvements (14F)	0	0.00	0	0.00	0	0.00
Acquisition for Rehab (14G)	0	0.00	0	0.00	0	0.00
Rehab Administration (14H)	0	0.00	0	0.00	0	0.00
Lead-Based Paint/Lead Hazard						
Test/Abatement (14I)	0	0.00	0	0.00	0	0.00
Code Enforcement (15)	0	0.00	0	0.00	0	0.00
Residential Historic Preservation (16A)	0	0.00	0	0.00	0	0.00
CDBG Operation and Repair						
of Foreclosed Property (19E)	0	0.00	0	0.00	0	0.00
	0	0.00	0	0.00	0	0.00

DRAFT Travis County Program Year 2007 CAPER

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 4 of 17)

	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
PUBLIC FACILITIES/IMPROVEMENTS						
Public Facilities and Improvements - General (03)	0	0.00	0	0.00	0	0.00
Senior Centers (03A)	0	0.00	0	0.00	0	0.00
Centers for the Disabled/Handicapped (03B)	0	0.00	0	0.00	0	0.00
Homeless Facilities - Not Operating Costs (03C)	0	0.00	0	0.00	0	0.00
Youth Centers/Facilities (03D)	0	0.00	0	0.00	0	0.00
Neighborhood Facilities (03E)	0	0.00	0	0.00	0	0.00
Parks and Recreational Facilities (03F)	0	0.00	0	0.00	0	0.00
Parking Facilities (03G)	0	0.00	0	0.00	0	0.00
Solid Waste Disposal Facilities (03H)	0	0.00	0	0.00	0	0.00
Flood and Drainage Facilities (03I)	0	0.00	0	0.00	0	0.00
Water/Sewer Improvements (03J)	1	72,297.55	0	0.00	1	72,297.55
Street Improvements (03K)	2	0.00	0	0.00	2	0.00
Sidewalks (03L)	0	0.00	0	0.00	0	0.00
Child Care Centers/Facilities for Children (03M)	0	0.00	0	0.00	0	0.00
Tree Planting (03N)	0	0.00	0	0.00	0	0.00
Fire Stations/Equipment (03O)	0	0.00	0	0.00	0	0.00
Health Facilities (03P)	0	0.00	0	0.00	0	0.00
Facilities for Abused and Neglected Children (03Q)	0	0.00	0	0.00	0	0.00

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 5 of 17)

	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
PUBLIC FACILITIES/IMPROVEMENTS CONTINUED...						
Asbestos Removal (03R)	0	0.00	0	0.00	0	0.00
Facilities for AIDS Patients - Not Operating Costs (03S)	0	0.00	0	0.00	0	0.00
Removal of Architectural Barriers (10)	0	0.00	0	0.00	0	0.00
Non-Residential Historic Preservation (16B)	0	0.00	0	0.00	0	0.00
	3	72,297.55	0	0.00	3	72,297.55
PUBLIC SERVICES						
Operating Costs of Homeless/AIDS Patients						
Programs (03T)	-0	0.00	0	0.00	0	0.00
Public Services - General (05)	1	27,010.28	1	0.00	2	27,010.28
Senior Services (05A)	0	0.00	0	0.00	0	0.00
Services for the Disabled (05B)	0	0.00	0	0.00	0	0.00
Legal Services (05C)	0	0.00	0	0.00	0	0.00
Youth Services (05D)	0	0.00	0	0.00	0	0.00
Transportation Services (05E)	0	0.00	0	0.00	0	0.00
Substance Abuse Services (05F)	0	0.00	0	0.00	0	0.00
Battered and Abused Spouses (05G)	0	0.00	0	0.00	0	0.00
Employment Training (05H)	0	0.00	0	0.00	0	0.00
Crime Awareness/Prevention (05I)	0	0.00	0	0.00	0	0.00

DRAFT Travis County Program Year 2007 CAPER

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 6 of 17)

	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
PUBLIC SERVICES CONTINUED...						
Fair Housing Activities (05J)	0	0.00	0	0.00	0	0.00
Tenant/Landlord Counseling (05K)	0	0.00	0	0.00	0	0.00
Child Care Services (05L)	0	0.00	0	0.00	0	0.00
Health Services (05M)	0	0.00	0	0.00	0	0.00
Abused and Neglected Children (05N)	0	0.00	0	0.00	0	0.00
Mental Health Services (05O)	0	0.00	0	0.00	0	0.00
Screening for Lead-Based Paint/Hazards/Poisoning (05P)	0	0.00	0	0.00	0	0.00
Subsistence Payments (05Q)	0	0.00	0	0.00	0	0.00
Homeownership Assistance - Not Direct (05R)	0	0.00	0	0.00	0	0.00
Rental Housing Subsidies - HOME TBRA (05S)	0	0.00	0	0.00	0	0.00
Security Deposits (05T)	0	0.00	0	0.00	0	0.00
Homebuyer Counseling (05U)	0	0.00	0	0.00	0	0.00
	1	27,010.28	1	0.00	2	27,010.28
PLANNING/ADMINISTRATIVE						
HOME Adm/Planning Costs of PJ -not part of 5% Adm cap(19A)	0	0.00	0	0.00	0	0.00
HOME CHDO Operating Costs - not part of 5% Admin cap (19B)	0	0.00	0	0.00	0	0.00
	1	44,706.71	0	0.00	1	44,706.71

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 7 of 17)

	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
PLANNING/ADMINISTRATIVE CONTINUED						
General Program Administration (21A)	0	0.00	0	0.00	0	0.00
Indirect Costs (21B)	0	0.00	0	0.00	0	0.00
Public Information (21C)	0	0.00	0	0.00	0	0.00
Fair Housing Activities - subject to 20% Admin cap (21D)	0	0.00	0	0.00	0	0.00
Submissions or Applications for Federal Programs (21E)	0	0.00	0	0.00	0	0.00
HOME Rental Subsidy Payments - subject to 5% cap (21F)	0	0.00	0	0.00	0	0.00
HOME Security Deposits - subject to 5% cap (21G)	0	0.00	0	0.00	0	0.00
HOME Admin/Planning Costs of PJ - subject to 5% cap (21H)	0	0.00	0	0.00	0	0.00
HOME CHDO Operating Expenses - subject to 5% cap (21I)	0	0.00	0	0.00	0	0.00
	1	44,706.71	0	0.00	1	44,706.71
OTHER						
Interim Assistance (06)	0	0.00	0	0.00	0	0.00
Urban Renewal Completion (07)	0	0.00	0	0.00	0	0.00
Privately Owned Utilities (11)	0	0.00	0	0.00	0	0.00
CDBG Non-Profit Organization Capacity Building (19C)	0	0.00	0	0.00	0	0.00

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 8 of 17)

	UNDERWAY ACTIVITIES		COMPLETED ACTIVITIES		PROGRAM YEAR TOTAL	
	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED	COUNT	\$ DISBURSED
OTHER CONTINUED						
CDBG Assistance to Institutes of Higher Education (19D)	0	0.00	0	0.00	0	0.00
Planned Repayment of Section 108 Loan Principal (19F)	0	0.00	0	0.00	0	0.00
Unplanned Repayment of Section 108 Loan Principal (19G)	0	0.00	0	0.00	0	0.00
State CDBG Technical Assistance to Grantees (19H)	0	0.00	0	0.00	0	0.00
Unprogrammed Funds (22)	0	0.00	0	0.00	0	0.00
HOPWA (31)	0	0.00	0	0.00	0	0.00
HOPWA Grantee Activity (31A)	0	0.00	0	0.00	0	0.00
HOPWA Grantee Administration (31B)	0	0.00	0	0.00	0	0.00
HOPWA Project Sponsor Activity (31C)	0	0.00	0	0.00	0	0.00
HOPWA Project Sponsor Administration (31D)	0	0.00	0	0.00	0	0.00
TOTALS						
	0	0.00	0	0.00	0	0.00
	7	144,014.54	1	0.00	8	144,014.54

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 9 of 17)

CDBG SUM OF ACTUAL ACCOMPLISHMENTS FROM THE C04MA04 SCREEN BY ACTIVITY GROUP AND ACCOMPLISHMENT TYPE

UNDERWAY COMPLETED TOTAL
ACTIVITIES ACTIVITIES ACTIVITIES

ACQUISITION/PROPERTY-RELATED

ECONOMIC DEVELOPMENT

HOUSING

PUBLIC FACILITIES/IMPROVEMENTS

PUBLIC SERVICES

Public Services - General (05)

Persons

71 0 71

PLANNING/ADMINISTRATIVE

OTHER

UNDERWAY COMPLETED TOTAL
ACTIVITIES ACTIVITIES ACTIVITIES

TOTAL OF ACTUAL ACCOMPLISHMENTS FROM THE C04MA04 SCREEN

Persons

71 0 71

Households

0 0 0

Housing Units

0 0 0

Public Facilities

0 0 0

Feet/Public Utilities

0 0 0

Organizations

0 0 0

Businesses

0 0 0

Jobs

0 0 0

Loans

0 0 0

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 10 of 17)

CDBG BENEFICIARIES BY RACIAL/ETHNIC CATEGORY

HOUSING

	Persons	Households	Not Specified
	-----	-----	-----
	Tot# #Hispanic	Tot# #Hispanic	Tot# #Hispanic
	-----	-----	-----
WHITE:	0	0	0
BLACK/AFRICAN AMERICAN:	0	0	0
ASIAN:	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE:	0	0	0
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0	0	0
ASIAN & WHITE:	0	0	0
BLACK/AFRICAN AMERICAN & WHITE:	0	0	0
AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM.:	0	0	0
OTHER MULTI-RACIAL:			
TOTAL:	0	0	0

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 11 of 17)

NON-HOUSING

	Persons		Households		Not Specified	
	-----		-----		-----	
	Tot#	#Hispanic	Tot#	#Hispanic	Tot#	#Hispanic
	----	-----	----	-----	----	-----
WHITE:	63	46	0	0	0	0
BLACK/AFRICAN AMERICAN:	8	0	0	0	0	0
ASIAN:	0	0	0	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE:	0	0	0	0	0	0
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0	0	0	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0	0	0	0	0	0
ASIAN & WHITE:	0	0	0	0	0	0
BLACK/AFRICAN AMERICAN & WHITE:	0	0	0	0	0	0
AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM.:	0	0	0	0	0	0
OTHER MULTI-RACIAL:	0	0	0	0	0	0
TOTAL:	71	46	0	0	0	0

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 12 of 17)

	Persons	Households	Not Specified
	-----	-----	-----
	Tot# #Hispanic	Tot# #Hispanic	Tot# #Hispanic
	-----	-----	-----
WHITE:	63	46	0
BLACK/AFRICAN AMERICAN:	8	0	0
ASIAN:	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE:	0	0	0
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0	0	0
ASIAN & WHITE:	0	0	0
BLACK/AFRICAN AMERICAN & WHITE:	0	0	0
AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM.:	0	0	0
OTHER MULTI-RACIAL:	0	0	0
TOTAL:	71	46	0

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 13 of 17)

CDBG BENEFICIARIES BY INCOME CATEGORY				
TOTAL BENEFICIARIES	EXTREMELY LOW		LOW	MOD
	<=30%	>30% and <=50%	>50% and <=80%	TOTAL LOW-MOD >=80%
HOUSING - OWNER OCCUPIED				
Persons	0	0	0	0
Households	0	0	0	0
Not Specified	0	0	0	0
HOUSING - RENTAL OCCUPIED				
Persons	0	0	0	0
Households	0	0	0	0
Not Specified	0	0	0	0
HOUSING - TOTAL *				
Persons	0	0	0	0
Households	0	0	0	0
Not Specified	0	0	0	0

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 14 of 17)

CDBG BENEFICIARIES BY INCOME CATEGORY CONT..

NON-HOUSING						
Persons	54	5	12	71	0	71
Households	0	0	0	0	0	0
Not Specified	0	0	0	0	0	0
TOTAL						
Persons	54	5	12	71	0	71
Households	0	0	0	0	0	0
Not Specified	0	0	0	0	0	0

* Note: If "HOUSING - TOTAL" does not equal the sum of "HOUSING - OWNER OCCUPIED" and "HOUSING - RENTAL OCCUPIED", it is due to the combination of data by income category captured with the old requirements and the new requirements.

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 15 of 17)

HOME DISBURSEMENTS AND UNIT COMPLETIONS

ACTIVITY TYPE	DISBURSED AMOUNT	UNITS	
		COMPLETED	OCCUPIED
RENTALS	0.00	0	0
TBRA FAMILIES	0.00	0	0
FIRST-TIME HOMEBUYERS	0.00	0	0
EXISTING HOMEOWNERS	0.00	0	0
TOTAL, RENTALS AND TBRA	0.00	0	7
TOTAL, HOMEBUYERS AND HOMEOWNERS	0.00	0	0
	0.00	0	0

HOME UNIT COMPLETIONS BY PERCENT OF AREA MEDIAN INCOME

ACTIVITY TYPE	TOTAL TOTAL REPORTED					AS VACANT
	0% - 30%	31% - 50%	51% - 60%	61% - 80%	0% - 80%	
RENTALS	0	0	0	0	0	0
TBRA FAMILIES	0	0	0	0	0	0
FIRST-TIME HOMEBUYERS	0	0	0	0	0	0
EXISTING HOMEOWNERS	0	0	0	0	0	0
TOTAL, RENTALS AND TBRA	0	0	0	0	0	0
TOTAL, HOMEBUYERS AND HOMEOWNERS	0	0	0	0	0	0
	0	0	0	0	0	0

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 16 of 17)

HOME UNIT COMPLETIONS BY RACIAL/ETHNIC CATEGORY

	RENTALS	TBRA	FIRST-TIME
	-----	-----	HOMEBUYERS
	-----	-----	-----
	Tot# #Hispanic	Tot# #Hispanic	Tot# #Hispanic
	-----	-----	-----
WHITE:	0	0	0
BLACK/AFRICAN AMERICAN:	0	0	7
ASIAN:	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE:	0	0	0
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0	0	0
ASIAN & WHITE:	0	0	0
BLACK/AFRICAN AMERICAN & WHITE:	0	0	0
AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM.:	0	0	0
OTHER MULTI-RACIAL:	0	0	0
TOTAL:	0	0	0

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23) (Page 17 of 17)

	EXISTING HOMEOWNERS	RENTALS AND TBRA	HOMEBUYERS AND HOMEOWNERS	TOTAL, HOMEBUYERS AND HOMEOWNERS
	-----	-----	-----	-----
	Tot#	#Hispanic	Tot#	#Hispanic
	-----	-----	-----	-----
WHITE:	0	0	0	0
BLACK/AFRICAN AMERICAN:	0	0	0	0
ASIAN:	0	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE:	0	0	0	0
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0	0	0	0
AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0	0	0	0
ASIAN & WHITE:	0	0	0	0
BLACK/AFRICAN AMERICAN & WHITE:	0	0	0	0
AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM.:	0	0	0	0
OTHER MULTI-RACIAL:	0	0	0	0
TOTAL:	0	0	0	0

Attachment C: Summary of Consolidated Plan Projects (Page 1 of 3)

PLAN YR - PROJECT	PGM	PROJECT ESTIMATE	COMMITTED AMOUNT	AMOUNT DRAWN THRU REPORT YEAR	AMOUNT AVAILABLE TO DRAW	AMOUNT DRAWN IN REPORT YEAR
2007-0001	PY 07 OWNER HOUSING: PRODUCTION OF NEW UNITS					
	CDBG	0.00	195,518.00	0.00	195,518.00	0.00
2007-0002	PY 07 STREET IMPROVEMENTS					
	CDBG	0.00	500,000.00	0.00	500,000.00	0.00
2007-0003	PY 07 PUBLIC SERVICES, OTHER					
	CDBG	0.00	64,000.00	27,010.28	36,989.72	27,010.28
2007-0004	PY 07 PLANNING					
	CDBG	0.00	88,727.00	44,706.71	44,020.29	44,706.71

Attachment C: Summary of Consolidated Plan Projects (CO4PR06) (Page 2 of 3)

PLAN YR - PROJECT	PGM	PROJECT ESTIMATE	COMMITTED AMOUNT	AMOUNT DRAWN THRU REPORT YEAR	AMOUNT AVAILABLE TO DRAW	AMOUNT DRAWN IN REPORT YEAR
2006-0001	PY06 STREET IMPROVEMENT PROJECT					
	CDBG	305,000.00	305,000.00	0.00	305,000.00	0.00
	DESCRIPTION: STREET IMPROVEMENT TO SUBSTANDARD ROADS IN THE APACHE SHORES SUBDIVISION.					
2006-0002	PY06 OWNER HOUSING: PRODUCTION OF NEW UNITS					
	CDBG	0.00	250,000.00	0.00	250,000.00	0.00
2006-0003	PY06 WATER/SEWER IMPROVEMENTS					
	CDBG	0.00	200,000.00	72,297.55	127,702.45	72,297.55
2006-0004	PY06 YOUTH SERVICES *** NO ACTIVITIES FOUND FOR THIS PROJECT ***					
	DESCRIPTION: THE PROJECT WAS DELETED THROUGH SUBSTANTIAL AMENDMENT IN AUGUST 2007.					
2006-0005	PY06 PUBLIC SERVICES, OTHER *** NO ACTIVITIES FOUND FOR THIS PROJECT ***					
	DESCRIPTION: THE PROJECT WAS DELETED BY A SUBSTANTIAL AMENDMENT IN AUG 2008 AND REPROGRAMMED TO 2006-0006 PY 06 AMEND STREET IMPROVEMENT PROJECT					
	CDBG	0.00	83,659.00	0.00	83,659.00	0.00

PLAN YR - PROJECT	PGM	PROJECT ESTIMATE	COMMITTED AMOUNT	AMOUNT DRAWN THRU REPORT YEAR	AMOUNT AVAILABLE TO DRAW	AMOUNT DRAWN IN REPORT YEAR

*** NO ACTIVITIES FOUND FOR THIS PROJECT ***

Attachment D: CDBG Activity Summary Report for Program Year 2007 (CO4PR03) (Page 1 of 16)

PGM YEAR: 2006
PROJECT: 0001 - PY06 STREET IMPROVEMENT PROJECT
ACTIVITY: 5 - PY06 APACHE SHORES SUBST'DARD STREET IMP
NATIONAL OBJ: LMA
LOCATION: APACHE SHORES (CENSUS TRACT 1742(3001742;STREET BLOCK 1; GROUP2): PIMA TRAIL, CRAZYHORSE PASS, WHITEBEAD TRAIL, AUSTIN,TX 78734

OBJECTIVE: CREATE SUITABLE LIVING ENVIRONMENTS
OUTCOME: AVAILABILITY/ACCESSIBILITY
MATRIX CODE: 03K REG CITATION: 570.201(C)
STATUS: FUNDS BUDGETED

DESCRIPTION: IMPROVEMENT TO THREE SUBSTANDARD ROADS IN THE APACHE SHORES NEIGHBORHOOD BENEFITTING APPROXIMATELY 72 HOUSEHOLDS.

FINANCING: 01-17-08
INITIAL FUNDING DATE:

TOTAL # #HISPANIC

ACTIVITY ESTIMATE:	305,000.00	WHITE:	
FUNDED AMOUNT:	305,000.00	BLACK/AFRICAN AMERICAN:	0 0
UNLIQ OBLIGATIONS:	0.00	ASIAN:	0 0
DRAWN THRU PGM YR:	0.00	AMERICAN INDIAN/ALASKAN NATIVE:	0 0
DRAWN IN PGM YR:	0.00	NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0 0
		AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0 0
		ASIAN & WHITE:	0 0
		BLACK/AFRICAN AMERICAN & WHITE:	0 0
		AM. INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM:	0 0
		OTHER MULTI-RACIAL:	0 0
		TOTAL:	0 0
NUMBER OF ASSISTED:	TOTAL		
TOT EXTREMELY LOW:	0		
TOT LOW:	0		
TOT MOD:	0		
TOT NON LOW MOD:	0		
TOTAL:	0		
PERCENT LOW / MOD:	0.00		
TOTAL FEMALE HEADED:	0		

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 2 of 16)

ACCOMPLISHMENTS BY YEAR:				
REPORT YEAR	PROPOSED TYPE	PROPOSED	UNITS ACTUAL TYPE	ACTUAL UNITS
2006	01 - PEOPLE (GENERAL)	1,710	01 PEOPLE (GENERAL)	0
2007	01 - PEOPLE (GENERAL)	0	01 PEOPLE (GENERAL)	0
TOTAL:		1,710		0
CENSUS TRACT PERCENT LOW / MOD:		50.90		

ACCOMPLISHMENT NARRATIVE: THE DESIGN CONTRACT WAS AWARDED AND WORK ON THE ENGINEERING, ENVIRONME
TNAL AND DESIGN HAS BEGUN. THE COMPLETION OF THE DESIGN PHASE IS ANTI
CIPATED IN OCTOBER 2009 WITH CONSTRUCTION TO OCCUR IN MARCH 2010.

EXTENDED ACTIVITY NARRATIVE: *****

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 3 of 16)

PGM YEAR: 2006
PROJECT: 0003 - PY06 WATER/SEWER IMPROVEMENTS
ACTIVITY: 6 - PY 06 NORTHRIDGE ACRES WATER IMPROVEMENT
NATIONAL OBJ: LMA STATUS: UNDERWAY
LOCATION: NORTHRIDGE ACRES SUBDIVISION LOCATED IN WILLIAMSON AND TRAVIS COUNTIES NEAR THE INTERSECTION OF FM 1325 AND CR 172 AUSTIN, TX 78728
DESCRIPTION: THE CONSTRUCTION OF A NEW DISTRIBUTION SYSTEM TO CONVEY POTABLE WATER FROM THE CONNECTION WITH THE CITY OF AUSTIN'S MUD TO THE NRWSC CUSTOMERS.

OBJECTIVE: CREATE SUITABLE LIVING ENVIRONMENTS
OUTCOME: SUSTAINABILITY
MATRIX CODE: 03J REG CITATION: 570.201(C)

FINANCING:		TOTAL #	#HISPANIC
INITIAL FUNDING DATE:	01-17-08		
ACTIVITY ESTIMATE:	200,000.00	WHITE:	0
FUNDED AMOUNT:	200,000.00	BLACK/AFRICAN AMERICAN:	0
UNLIQ OBLIGATIONS:	0.00	ASIAN:	0
DRAWN THRU PGM YR:	72,297.55	AMERICAN INDIAN/ALASKAN NATIVE:	0
DRAWN IN PGM YR:	72,297.55	NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0
NUMBER OF ASSISTED:	TOTAL	AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0
TOT EXTREMELY LOW:	0	ASIAN & WHITE:	0
TOT EXTREMELY LOW:	0	BLACK/AFRICAN AMERICAN & WHITE:	0
TOT MOD:	0	AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM:	0
TOT NON LOW MOD:	0	OTHER MULTI-RACIAL:	0
TOTAL:	0	TOTAL:	0
PERCENT LOW / MOD:	0.00		
TOTAL FEMALE HEADED:	0		

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 4 of 16)

ACCOMPLISHMENTS BY YEAR:			
REPORT YEAR	PROPOSED TYPE	PROPOSED UNITS	ACTUAL TYPE ACTUAL UNITS
2006	01 - PEOPLE (GENERAL)	158 01 - PEOPLE (GENERAL)	0
2007	01 - PEOPLE (GENERAL)	0 01 - PEOPLE (GENERAL)	0
TOTAL:		158 0	
CENSUS TRACT PERCENT LOW / MOD: 100.0			

ACCOMPLISHMENT NARRATIVE: CONSTRUCTION IN UNDERWAY. THE PROJECT IS ANTICIPATED TO BE COMPLETED
IN THE FIRST QUARTER OF PROGRAM YEAR 2008.

EXTENDED ACTIVITY NARRATIVE: *****

Attachment D: CDBG Activity Summary Report for Program Year 2007 (CO4PR03) (Page 5 of 16)

PGM YEAR: 2006
PROJECT: 0002 - PY06 OWNER HOUSING: PRODUCTION OF NEW UNITS
ACTIVITY: 7 - PY 06 LAND ACQUISITION PROJ MATRIX CODE: 01 REG CITATION: 570.201(A) NATIONAL OBJ: LMH
STATUS: FUNDS BUDGETED
LOCATION: TBD - UNINCORPORATED TRAVIS COUNTY TRAVIS COUNTY,TX 78725
DESCRIPTION: PARCELS OF LAND IN UNINCORPORATED TRAVIS COUNTY WILL BE ACQUIRED TO BUILD AFFORDABLE SINGLE-FAMILY HOUSING FOR LOW-INCOME (25-50% MFI).
OBJECTIVE: PROVIDE DECENT AFFORDABLE HOUSING
OUTCOME: AFFORDABILITY

FINANCING:		TOTAL #	#HISPANIC
INITIAL FUNDING DATE:	01-17-08	0	0
ACTIVITY ESTIMATE:	250,000.00	0	0
FUNDED AMOUNT:	250,000.00	0	0
UNLIQ OBLIGATIONS:	0.00	0	0
DRAWN THRU PGM YR:	0.00	0	0
DRAWN IN PGM YR:	0.00	0	0
NUMBER OF ASSISTED:			
TOTAL		0	0
TOT EXTREMELY LOW:	0	0	0
TOT LOW:	0		
TOT MOD:	0		
TOT NON LOW MOD:	0		
TOTAL:	0	0	0
PERCENT LOW / MOD:	0.00		
TOTAL FEMALE HEADED:	0		

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 6 of 16)

ACCOMPLISHMENTS BY YEAR:		
REPORT YEAR	PROPOSED TYPE	ACTUAL UNITS
2006	10 - HOUSING UNITS	0
2007	10 - HOUSING UNITS	0
TOTAL:		0

ACCOMPLISHMENT NARRATIVE: LAND IS ANTICIPATED TO BE ACQUIRED IN EARLY 2009.

EXTENDED ACTIVITY NARRATIVE: *****

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 7 of 16)

PGM YEAR: 2006	OBJECTIVE: CREATE SUITABLE LIVING ENVIRONMENTS
PROJECT: 0005 - PY06 PUBLIC SERVICES, OTHER	OUTCOME: AVAILABILITY/ACCESSIBILITY
ACTIVITY: 8 - PY06 FSS SOCIAL WORK EXPANSION	MATRIX CODE: 05 REG CITATION: 570.201(E) NATIONAL OBJ: LMC
STATUS: CANCELED 10-30-08	
LOCATION: UNINCORPORATED TRAVIS COUNTY -FOCUS IN PRECI NCT 1 & 4 TRAVIS COUNTY, TX 78767	
DESCRIPTION: EXPANSION OF EXISTING SOCIAL WORK SERVICES TO ENGAGE UNINCORPORATED TRAVIS COUNTY RESIDENTS.	
SERVICES INCLUDE CASE MANAGEMENT, I&R, NON-CLINICAL COUNSELING AND OUTREACH.	
FINANCING:	
INITIAL FUNDING DATE: 01-17-08	WHITE: 0 0
ACTIVITY ESTIMATE: 0.00	BLACK/AFRICAN AMERICAN: 0 0
FUNDED AMOUNT: 0.00	ASIAN: 0 0
UNLIQ OBLIGATIONS: 0.00	AMERICAN INDIAN/ALASKAN NATIVE: 0 0
DRAWN THRU PGM YR: 0.00	NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER: 0 0
DRAWN IN PGM YR: 0.00	AMERICAN INDIAN/ALASKAN NATIVE & WHITE: 0 0
	ASIAN & WHITE: 0 0
	BLACK/AFRICAN AMERICAN & WHITE: 0 0
	AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM: 0 0
	OTHER MULTI-RACIAL: 0 0
NUMBER OF ASSISTED:	
TOT EXTREMELY LOW:	TOTAL 0
TOT LOW:	0
TOT MOD:	0
TOT NON LOW MOD:	0
TOTAL:	0
PERCENT LOW / MOD:	0.00
	TOTAL: 0 0

DRAFT Travis County Program Year 2007 CAPER

TOTAL FEMALE HEADED: 0

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 8 of 16)

ACCOMPLISHMENTS BY YEAR:			
REPORT YEAR	PROPOSED TYPE	PROPOSED UNITS	ACTUAL UNITS
2006	01 - PEOPLE (GENERAL)	100 01 - PEOPLE (GENERAL)	0
2007	01 - PEOPLE (GENERAL)	0 01 - PEOPLE (GENERAL)	0
TOTAL:		100 0	

ACCOMPLISHMENT NARRATIVE: THIS PROJECT WAS DELETED THROUGH A SUBSTANTIAL AMENDMENT IN AUGUST 2008. IT WAS REALLOCATED TO COMMUNITY DEVELOPMENT PROJECT.

EXTENDED ACTIVITY NARRATIVE: *****

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 9 of 16)

PGM YEAR: 2007
PROJECT: 0001 - PY 07 OWNER HOUSING: PRODUCTION OF NEW UNITS OBJECTIVE: PROVIDE DECENT AFFORDABLE HOUSING OUTCOME: AFFORDABILITY
ACTIVITY: 10 - PY 07 LAND ACQUISITION MATRIX CODE: 01 REG CITATION: 570.201(A) NATIONAL OBJ: LMH
STATUS: FUNDS BUDGETED
LOCATION: UNDETERMINED AT THIS TIME AUSTIN,TX 78701
DESCRIPTION: PURCHASE OF LAND IN THE UNINCORPORATED AREA OF TRAVIS COUNTY TO BUILD AFFORDABLE HOUSING. APPROX. 7
HH WILL BENEFIT

FINANCING:		TOTAL # #HISPANIC	
INITIAL FUNDING DATE:	03-05-08	WHITE:	0 0
ACTIVITY ESTIMATE:	195,518.00	BLACK/AFRICAN AMERICAN:	0 0
FUNDED AMOUNT:	195,518.00	ASIAN:	0 0
UNLIQ OBLIGATIONS:	0.00	AMERICAN INDIAN/ALASKAN NATIVE:	0 0
DRAWN THRU PGM YR:	0.00	NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0 0
DRAWN IN PGM YR:	0.00	AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0 0
		ASIAN & WHITE:	0 0
		BLACK/AFRICAN AMERICAN & WHITE:	0 0
		AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM:	0 0
		OTHER MULTI-RACIAL:	0 0
NUMBER OF ASSISTED:	TOTAL		
TOT EXTREMELY LOW:	0		
TOT LOW:	0		
TOT MOD:	0		
TOT NON LOW MOD:	0	TOTAL:	0 0
TOTAL:	0		
PERCENT LOW / MOD:	0.00		
TOTAL FEMALE HEADED:	0		

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 10 of 16)

ACCOMPLISHMENTS BY YEAR:			
REPORT YEAR	PROPOSED TYPE	PROPOSED UNITS	ACTUAL TYPE
2007	10 - HOUSING UNITS	7	10 - HOUSING UNITS
TOTAL:		7	
			ACTUAL UNITS
			0
			0

ACCOMPLISHMENT NARRATIVE: LAND ACQUISITION IS ANTICIPATED IN EARLY 2009.

EXTENDED ACTIVITY NARRATIVE: *****

PGM YEAR: 2007
OBJECTIVE: CREATE SUITABLE LIVING ENVIRONMENTS
PROJECT: 0002 - PY 07 STREET IMPROVEMENTS OUTCOME: AVAILABILITY/ACCESSIBILITY
ACTIVITY: 11 - PY 07 APACHE SHORES SUBSTANDARD ROADS MATRIX CODE: 03K REG CITATION: 570.201(C) NATIONAL OBJ: LMA
STATUS: FUNDS BUDGETED
LOCATION: APACHE SHORES SUBDIVISION AUSTIN, TX 78734

	TOTAL #	#HISPANIC
FINANCING:		

WHITE:	0	0
BLACK/AFRICAN AMERICAN:	0	0
ASIAN:	0	0
AMERICAN INDIAN/ALASKAN NATIVE:	0	0
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0	0
AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0	0

TOT EXTREMELY LOW:
TOT LOW:
TOT MOD:
TOT NON LOW MOD:
TOTAL:
PERCENT LOW / MOD:
TOTAL FEMALE HEADED

OTHER MULTI-RACIAL:

00

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 12 of 16)

ACCOMPLISHMENTS BY YEAR:		PROPOSED UNITS	ACTUAL TYPE	ACTUAL UNITS
REPORT YEAR	PROPOSED TYPE			
2007	01 - PEOPLE (GENERAL)	1,710	01 - PEOPLE (GENERAL)	0
TOTAL:		1,710		0
CENSUS TRACT PERCENT LOW / MOD: 50.90				

ACCOMPLISHMENT NARRATIVE: DESIGN HAS BEGUN. IT IS ANTICIPATED THAT IT WILL BE COMPLETED IN OCT
2009 WITH CONSTRUCTION ANTICIPATED IN MARCH 2010.

EXTENDED ACTIVITY NARRATIVE: *****

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 13 of 16)

PGM YEAR: 2007
PROJECT: 0003 - PY 07 PUBLIC SERVICES, OTHER
ACTIVITY: 12 - PY 07 FSS SOCIAL WORK EXPANSION
STATUS: UNDERWAY
OBJECTIVE: CREATE SUITABLE LIVING ENVIRONMENTS
OUTCOME: AVAILABILITY/ACCESSIBILITY
MATRIX CODE: 05 REG CITATION: 570.201(E) NATIONAL OBJ: LMC
LOCATION: PRECINCTS 1 & 4 IN THE UNINCORPORATED TRAVIS COUNTY AUSTIN, TX 78701
DESCRIPTION: HOME BASED SOCIAL WORK SERVICES TO IMPROVE ACCESS TO SERVICES RELATED TO INFORMATION AND REFERRAL, CASE MANAGEMENT, NON-CLINICAL COUNSELING AND OUTREACH.

		TOTAL #		#HISPANIC
INITIAL FUNDING DATE:	03-05-08	WHITE:		
ACTIVITY ESTIMATE:	64,000.00	BLACK/AFRICAN AMERICAN:		63 46
FUNDED AMOUNT:	64,000.00	ASIAN:		8 0
UNLIQ OBLIGATIONS:	36,989.72	AMERICAN INDIAN/ALASKAN NATIVE:		0 0
DRAWN THRU PGM YR:	27,010.28	NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:		0 0
DRAWN IN PGM YR:	27,010.28	AMERICAN INDIAN/ALASKAN NATIVE & WHITE:		0 0
		ASIAN & WHITE:		0 0
		BLACK/AFRICAN AMERICAN & WHITE:		0 0
		AM. INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM:		0 0
		OTHER MULTI-RACIAL:		0 0
NUMBER OF PERSONS ASSISTED:				
TOT EXTREMELY LOW:	54			
TOT LOW:	5			
TOT MOD:	12			
TOT NON LOW MOD:	0			
TOTAL:	71	TOTAL:		71 46
PERCENT LOW / MOD:	100.00			
TOTAL FEMALE HEADED:	0			

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 14 of 16)

ACCOMPLISHMENTS BY YEAR:			ACTUAL UNITS
REPORT YEAR	PROPOSED TYPE	PROPOSED UNITS	ACTUAL TYPE
2007	01 - PEOPLE (GENERAL)	100	01 - PEOPLE (GENERAL)
TOTAL:		100	71

ACCOMPLISHMENT NARRATIVE: SERVICE PROVISION BEGAN IN MAY 2008.

EXTENDED ACTIVITY NARRATIVE: *****

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 15 of 16)

007	OBJECTIVE: OBJECTIVE/OUTCOME NOT NECESSARY						
PROJECT: 0004 - PY 07 PLANNING	OUTCOME: FOR PLANNING/ADMIN ACTIVITIES						
ACTIVITY: 13 - PY07 WATER/SEWER & OTHER PROJ. PLANNING	MATRIX CODE: 20	REG CITATION: 570.205	NATIONAL OBJ:				
STATUS: UNDERWAY							
LOCATION: AREAS IN UNINCORPORATED TRAVIS COUNTY, AUSTIN,TX 78701							
DESCRIPTION: FUNDING FOR ONE FULL TIME SENIOR ENGINEER TO PROVIDE A VARIETY PROJECT PLANNING RELATED FUNCTIONS INCLUDING AN EMPHASIS ON WATER/SEWER PLANNING.							
FINANCING:							
INITIAL FUNDING DATE: 03-05-08	WHITE:	TOTAL #	#HISPANIC				
ACTIVITY ESTIMATE: 88,727.00	BLACK/AFRICAN AMERICAN:	0	0				
FUNDED AMOUNT: 88,727.00	ASIAN:	0	0				
UNLIQ OBLIGATIONS: 0.00	AMERICAN INDIAN/ALASKAN NATIVE:	0	0				
DRAWN THRU PGM YR: 44,706.71	NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER:	0	0				
DRAWN IN PGM YR: 44,706.71	AMERICAN INDIAN/ALASKAN NATIVE & WHITE:	0	0				
	ASIAN & WHITE:	0	0				
	BLACK/AFRICAN AMERICAN & WHITE:	0	0				
	AM.INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM:	0	0				
	OTHER MULTI-RACIAL:	0	0				
NUMBER OF ASSISTED:	TOTAL						
TOT EXTREMELY LOW:	0						
TOT LOW:	0						
TOT MOD:	0						
TOT NON LOW MOD:	0						
TOTAL:	0						
PERCENT LOW / MOD:	0.00						
TOTAL FEMALE HEADED:	0						
	TOTAL:	0	0				

Attachment D: CDBG Activity Summary Report for Program Year 2007
(CO4PR03) (Page 16 of 16)

ACCOMPLISHMENTS BY YEAR:			
REPORT YEAR	PROPOSED TYPE	PROPOSED UNITS	ACTUAL TYPE ACTUAL UNITS
2007		0	0
TOTAL:		0	0

ACCOMPLISHMENT NARRATIVE: SENIOR ENGINEER WAS HIRED IN APRIL 2008. PROJECT MANAGEMENT AND WATER WASTEWATER PLANNING IS UNDERWAY.

EXTENDED ACTIVITY NARRATIVE: *****

TOTAL ACTIVITY ESTIMATE	:	1,603,245.00
TOTAL FUNDED AMOUNT	:	1,603,245.00
TOTAL AMOUNT DRAWN THRU PGM YR :		144,014.54
TOTAL AMOUNT DRAWN IN PGM YR :		144,014.54

18

Travis County Commissioners Court Agenda Request

Voting Session: December 23, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action to Approve a Request from Travis County Health and Human Services and Veterans Service to Use FY09 Parenting In Recovery Grant Money to Send Staff from Partner Agencies to a Conference in Washington, D.C.

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

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

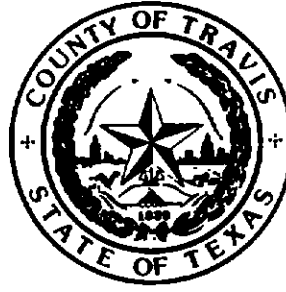
- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 17 AM 9:51

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**

DATE: December 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: Travel for Parenting in Recovery grant partners

Proposed Motion:

Consider and take appropriate action to approve a request from Travis County Health and Human Services and Veterans Service to use FY'09 Parenting in Recovery grant money to send staff from partner agencies to a conference in Washington, D.C.

Summary and Staff Recommendations:

TCHHSVS serves as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Mental Health and Mental Retardation, Workforce Solutions and others.

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. The primary objective of the project is to keep families together in the community while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

There is money in the FY'09 grant to pay for staff from Travis County and from the partner agencies to attend a January conference in Washington, D.C. hosted by the

Administration for Children and Families. TCHHSVS is requesting permission to pay for this travel directly from grant funds as opposed to drafting a contract with each partner to cover this cost.

There will be seven people attending the conference: two from Travis County, one from Austin Recovery, one from Foundation Communities, one from Child Protective Services, one from Family Connections, and one from Court Appointed Special Advocates (CASA).

Budgetary and Fiscal Impact:

The cost for travel, meals and lodging for this conference is approximately \$1,100 per person.

Issues and Opportunities:

Attending the conference will allow staff from Travis County and the partner agencies to develop core knowledge of the population being served by the Parenting in Recovery grant as well as better understand individual roles and responsibilities.

Background:

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

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
Travis Gatlin, Analyst, Planning and Budget Office
Rodney Rhoades, Executive Manager, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office



**Children's Bureau
Administration for Children and Families
and the
Center for Substance Abuse Treatment
Substance Abuse and Mental Health Services Administration**



Regional Partnership Grantee Conference: Advancing Clinical and Collaborative Practice
Regional Partnership Grants
January 15, 2009

**Crystal Gateway Marriott
1700 Jefferson Davis Highway
Arlington, VA 22202**

DRAFT AGENDA

Purpose of the Meeting:

- To assist RPG grantees in implementing effective and evidenced based clinical practices to improve the safety, permanency and well-being of children and families impacted by methamphetamine and other substance abuse
- To advance grantees' knowledge and skills in collaborative practice and cross-systems sustainability
- Enhance grantee knowledge of specialized methamphetamine treatment and family-centered practice approaches
- To continue to provide opportunities for grantees to network and meet with project staff

Content Overview:

This conference is organized into five topic areas: *Family Engagement, Children's Services, Treatment, Systems Collaborative Practice and Evaluation*. The content includes multiple offerings on programmatic and clinical practice strategies demonstrated to improve outcomes for children and families. Several sessions are offered to address systemic collaboration and sustainability issues that are of particular interest to Project Directors and Program Administrators. In addition, RPG Evaluators will be provided opportunities to discuss evaluation strategies and share their experience in evaluating Regional Partnership Grants.

Thursday, January 15 2009

7:30-8:30 am

Registration

Continental Breakfast

Location: Grand Ballroom Foyer

8:30-9:00 am

Welcome and Opening Remarks

Children's Bureau and SAMHSA Leadership

Catherine Nolan, Director, Office on Child Abuse and Neglect

*Christine Calpin, Associate Commissioner, Administration on Children, Youth and Families
in the Administration for Children and Families*

*Sharon Amatetti, Senior Public Health Analyst, Center for Substance Abuse Treatment
Substance Abuse and Mental Health Services Administration*

Digital Stories

This presentation highlights the voice of parents and their children. Their stories are inspiring and provide an important perspective about the needs and challenges facing

parents involved in the RPG programs.

Location: Grand Ballroom

9:00 - 10:00 am

Opening Plenary Methamphetamine: Latest Knowledge, Latest Treatment

Presenter will discuss the most recent information available on methamphetamine addiction, and evidence-based treatment approaches. The presentation will highlight what treatment providers and child welfare practitioners need to know about working with persons with methamphetamine use disorders.

Location: Grand Ballroom

10:00 - 10:15 am

Break

10:15 - 11:45 am

Concurrent Breakout Sessions

Family Engagement:

1. **Early Engagement Strategies: Models to Ensure Timely Access to Services for Families Involved in Child Welfare**
This session will emphasize the importance of timely access to services. Content will include information about utilization of individuals in recovery as substance abuse specialists to engage families. Participants will learn about effective models, lessons learned, and training requirements. Presenter will discuss outcomes achieved as a result of these strategies.
2. **Effective Visitation Programs for Parents with Substance Use Disorders**
This session will provide an overview of visitation programs for substance abusing parents. Content will address systemic barriers and stigma that may preclude child visitation with parents in the early stages of treatment. In addition, the session will highlight the benefits of parental contact with their children.

Children's Services

1. **Trauma Informed Systems of Care**
The session will provide an overview of the Integrative Treatment of Complex Trauma (ITCT) a components-based model integrating cognitive-behavioral and relational approaches in the treatment of complex trauma in children and adolescents.
2. **Developmental Screening and Assessment – Tools and Instruments for Children**
The session will include a presentation to differentiate screening and assessment and the use of various tools and instruments in a continuum of care. Presenters will provide information in the context of the RPG data elements to measure child well-being in their program evaluations.

Treatment

1. **Parenting for Parents with Substance Use Disorders**
The presentation will provide an overview of a best practice approach and curriculum for substance abusing parents – Nurturing Families.

Evaluation

1. **Evaluation Special Topics Forum**
This forum will address current challenges in RPG evaluation and feature grantees that have successfully developed solutions to those challenges. Topics may include: use of comparison group in evaluation design, approaches to local evaluation plans and data analysis.



Systems Collaborative Practice

1. Funding and Sustaining Family Centered Treatment

This session will highlight the need for understanding community assets and resources, utilization of multiple funding streams to support comprehensive family services. A review of planning strategies; available funding and other resources will be provided as well as lessons learned from jurisdictions. In addition, support or redirection of funding for effective programs and the data needed will be discussed.

11:45 - 1:00 pm

Lunch – On Your Own

1:05 - 2:30 pm

Plenary - Children's Prevention and Treatment

Presenter will discuss developmentally specific prevention and treatment programs encompassing prenatal issues through adolescence. Presenter will provide examples of evidence based interventions for populations served by the RPGs across the developmental span.

Location: Grand Ballroom

2:40 - 4:00 pm

Concurrent Breakout Sessions

Family Engagement

1. Child Welfare Safety and Risk Assessment with Families Affected by Substance Abuse

The session will include effective safety planning and assessment of risk for child welfare families affected by substance use disorders from the perspective of both child welfare and a substance abuse provider.

Children's Services

1. Early Intervention Services: Maximizing the Potential of Prenatally Exposed Infant and Toddlers through Early Intervention

This session will provide rationale for the provision of early intervention services, emphasize the importance of family involvement and provide a description of effective models appropriate for children affected by parental substance use.

2. School Aged Children: Assessment and Treatment

This workshop will present information on assessment instruments and evidenced based treatment approaches appropriate for the school aged substance exposed child.

Treatment

1. Family-Centered and Strength-Based Practice in Child Welfare Settings

This session will provide a focus on in home and family support services. In addition, content will describe developing and strengthening home-based services to preserve families and support child welfare practice that addresses substance abuse, domestic violence, and mental health issues for families and health and mental health care issues for children and youth in foster care

2. Evidence Based Practices for Treatment: Opiates and Prescription Drugs

Content of this session will include the compendium of evidence-based practice for substance abuse treatment with an emphasis on opiates and prescription drugs.



Evaluation

1. Translating Research to Practice Improvement

Participants will learn how RPG grantee program evaluation has informed practice to promote continuous quality improvement.

Systems Collaborative Practice

1. Strengthening Collaboration

A panel and facilitator will describe lessons learned through the NCSACW's In-Depth Technical Assistance program about strengthening and enhancing collaboration to achieve shared outcomes.

4:00 - 4:15 pm

Break

4:15 - 5:30 pm

Cluster Meetings with Federal Project Officer and Performance Management Liaisons

Array of Services Cluster

Salon B in the Grand Ballroom

Child Focused Cluster

Salon F

Drug Court Cluster

Salon G

System-Wide Collaboration Cluster

Salon H in the Grand Ballroom

Treatment Focused Cluster

Salon K

Tribal Cluster

Salon D

5:30 - 6:45 pm

RPG Poster Session and Reception

RPG poster session provides a forum for you to network, share ideas and strategies and highlight the innovative work of the RPGs. Each RPG program will be asked to create a poster that reflects its program's mission, strategies and/or outcomes. Presenters should be available to discuss their program with reception participants.

Location: Grand Ballroom Foyer



Friday, January 16, 2009

7:30 - 8:30 am

Registration

Continental Breakfast

Location: Grand Ballroom Foyer

8:30 - 8:45 am

Meth Walk Video and Rap

8:45 - 10:00 am

Plenary - Network for the Improvement of Addiction Treatment (NIATx)

The presenter will provide an overview of NIATx process improvement strategies that can be utilized by substance abuse treatment providers to improve access and retention in treatment.

Location: Grand Ballroom

10:00 - 10:15 am

Break

10:15 - 11:45 pm

Concurrent Breakout Sessions

Family Engagement

1. Family Assessment Tools

This presentation will highlight examples of tools and instruments that are being used by grantees including NCFAS, PSI, AAPI. The discussion will include analysis methods for measuring family-related indicators in the RPG programs.

2. Motivational Interviewing

Participants will be provided an overview of MI principles and application in treatment and child welfare settings, expected outcomes of the evidence based practice and examples of how to use motivational interviewing to enhance client engagement.

Children's Services

1. Parent Child Interaction and Relationships: Infants and Young Children with Prenatal Exposure

This workshop will help grantees understand the psychosocial context and psychological foundation of parent-child interactions for this population. Effective interventions and approaches that have been adapted for use with children who have experienced child maltreatment in families with substance use disorders will also be discussed.

Treatment

1. Family Centered Practice and Methamphetamine Treatment with Native American Populations

This session will provide an overview of the delivery of family-centered services in the context of the recovery model and community response. Additional topics will include: providing family preservation services, assisting families affected by substance use disorders, and providing family support services.

Evaluation

1. National Resource Center on Child Welfare Data and Technology

This session will focus on community profiles and the snapshot process using existing child welfare data systems as well as the resources available from the



Friday, January 16, 2009

NRC on Child Welfare Data and Technology.

Systems Collaborative Practice

1. Training for Family Centered Treatment

The focus of this workshop will highlight jurisdictions with comprehensive cross systems training strategies. In addition, NCSACW resources for on-line training will be featured.

2. Engaging Courts and the Judicial System

The content of this session will provide an overview of operational Family Dependency Treatment Courts. The presentation will highlight the collaboration and communication necessary to ensure positive outcomes for families and sustainability of the practice.

11:45 - 1:00 pm

Lunch – On Your Own

1:00 - 2:15 pm

State and Regional Breakouts

This session will focus on sharing challenges, solutions, and opportunities across RPG sites within regions.

Region 1 and 2: Massachusetts, Rhode Island, Vermont, New York
Salon G

Region 4: Florida, Georgia, Kentucky, North Carolina, Tennessee
Salon C in the Grand Ballroom

Region 5: Illinois, Minnesota, Ohio, Wisconsin
Salon F

Region 6: Oklahoma and Texas
Salon E

Region 7: Iowa, Kansas, Missouri, Nebraska
Salon J in the Grand Ballroom

Region 8: Colorado, Montana, New Mexico
Salon H in the Grand Ballroom

Region 9: California
Salon K

Region 9 and 10: Arizona, Nevada, Alaska, Idaho, Washington
Salon B in the Grand Ballroom

Region 10: Oregon
Salon D

2:25 - 3:00 pm

Closing Remarks and Grantee Feedback

Nancy Young, Executive Director, Children and Family Futures

Location: Grand Ballroom

3:00 pm

Meeting Adjourned



TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

Please consider the following item for: Voting Session December 23, 2008

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of November 2008.
- C. Approved by: _____
Signature of Commissioner or Judge.
- II. A. Copies reports delivered to Commissioners on Thursday, December 11, 2008 .
- B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No ___ X___ Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

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

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

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

08 DEC 11 PM 4:00

RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

21 ✓

Voting Session: December 23, 2008

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: Appoint Jeanne Stamp to serve on the Board of the Children's Protective Services

C. Approved by: _____
Signature of Commissioner or Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 18 AM 11:07

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

JEANNE STAMP, LCSW, LMFT, LCDC

1804-A Jentsch Court

Austin, TX 78745

E-mail: jeannestamp@Austin.rr.com

jeannestamp@mail.utexas.edu

Cell: 512-417-3481

Work: 512-475-6898

EMPLOYMENT HISTORY

Position Title: Senior Program Coordinator

Agency: The Texas Homeless Education Office, At the Charles A Dana Center, at The University of Texas, 2901 N IH 35, #2.200, Austin, Texas 78722

Services: Coordination and oversight of McKinney-Vento and Texas State Educational Plan, for Texas' school districts and educational service centers, including training, review and technical support to grant recipients.

Duties: Provide: oversight, training, grant coordination, and technical support to Texas' school districts and educational learning centers for the provision of educational support services to children in homeless situations; training and outreach to community social service providers; monitor and provide quality assurance for RFP grant recipients; contribute to state and national efforts to address the issues of poverty, affordable housing, living wages and homelessness; produce written materials including brochures, articles, and resource materials; and contribute to state and national legislation pertaining to the education of children in homeless situations.

Dates: March 7, 2005 to present.

References: Barbara James, Project Director: 512-475-8765
Tim Stahlke, Senior Program Coordinator: 512-475-9709

Position Title: Assistant Regional Administrator

Agency: Aspira Foster, Adoption, and Family Services, 1838 Eastman Ave., #100, Ventura, CA 99003-5753

Services: Foster care and adoption, therapeutic foster care, post adoption counseling, parent education, support and training, case management, substance abuse services, crisis intervention, trauma resolution counseling, family violence intervention, community resource development and referral, and social services. Clients include children and families experiencing issues related to foster care, adoption, abuse/neglect, including grief, loss, bonding and attachment, adjustment, PTSD, behavioral issues, crisis resolution, trauma/abuse/violence related issues, substance abuse issues, developmental delays including drug addicted and fetal alcohol related issues

Duties: Administration, leadership, management, supervision, clinical direction and oversight, of eight district offices in Southern California with approximately 100 employees. Responsible for

program planning, management and development; oversight of intake and referrals for matching and child placement; quality assurance: developing and implementing best practice standards and quality assurance procedures to include monitoring of contract, licensing, regulatory and documentation standards; staff supervision, training and development; strategic planning, budgeting and development; creation of program policy and procedure, creation and monitoring of outcome measures; community outreach and resource development. Emphasis on clinical direction and training of Social Work/Counseling staff, monitoring practice standards and measures, interpretation and oversight of regulatory standards, policy and procedure. Management consultation to District Administrators and Clinical Supervisors addressing employee issues and relations, employee grievance investigation, critical incident debriefing, management of incidents and complaints, mediation and dispute resolution. Research on evidence based practice. A Senior Level Management position.

Dates: (12/01 to 11/30/04)
References: Douglas Miller, 805-654-6800 (w), 805-647-4018 (h)
 Kristine Bennett, 805-289-0120

Position Title: **Program Manager and Clinical Supervisor**

Agency: Montgomery County Women's Center,
 1600 Lake Front Cr., The Woodlands, TX 77380

Services: Residential and out-patient counseling case management and social services for women, children and families as primary or secondary victims of violence, trauma, abuse, sexual abuse and sexual assault. Substance abuse treatment and referral.

Duties: Oversight of counseling, social service and case management programs including residential and out-patient. Development and oversight of program policy and procedures, standards and evaluation for best practice and documentation standards, clinical supervision for TX licensure, staff, interns, student placements and volunteer training and development, risk management, Program management, budgeting, clinical direction and oversight, creation and monitoring of outcome measures; direct service provision to clients, staff & community; community outreach education and networking, resource development, and community organization. Interfaced with law enforcement, court system, medical community, children's protection and juvenile probation systems, children's assessment systems and state's Victim-Witness and Crime Victim's Compensation Programs.

Dates: (01/01/98 to 11/30/01)
References: Karrie Greenawalt, 281-292-4155 X 224
 Carol Marsh, 281-292-4155 X 224

Position Title: **Program Manager and Clinical Supervisor**

Agency: Depelchin Children's Center, 100 Sandman, Houston, TX ,77007

Services: Foster care, adoption, and post adoption services; family and child counseling with victims of trauma, violence, abuse, sexual abuse; counseling, case management, community resource

development and referral, and counseling and social services to truant, runaway, first offender and at-risk youth. Substance abuse treatment services for adolescents and their families.

Duties: Program management and clinical oversight of several programs, contracts and grants in two counties serving the child welfare, juvenile probation, family preservation, foster care and adoption populations. Responsibilities included: program planning and management, including grant monitoring, strategic planning, budget oversight, service evaluation, quality assurance, licensing standards, accreditation and documentation standards, program evaluation and outcome measures, clinical supervision, training, and oversight of counselors, family therapists, Social Workers, interns, student placements, volunteers, and contract personnel providing foster care, adoption, post adoption case management, and family therapy services, in a two counties. Provided oversight of the STAR program for truant runaway, and at-risk youth and their families, and the SASS program addressing issues of family violence, sexual assault, trauma resolution. Provided oversight for several contracts with Juvenile Probation and Children's Protective Services. Provided community outreach collaboration and resource development, community education and organization. Research on evidence based practice.

Dates: (10/88 to 1/98.)

References: Twila Ross, 713-590-3318
Joan Duce, 713-726-9210
Joann Kelly, 281-558-6600

Position Title: **Marriage and Family Therapist**

Agency: The Center for Marriage and Family Therapy, Plano, TX

Services: Private Group Practice providing: Family, individual, and group therapy to adults, adolescents and children addressing issues of mental health, adjustment, resource development; relationship skills building, attachment, bonding, grief and loss, trauma, sexual abuse, sexual assault, violence, and substance abuse.

Duties: Provided individual, group and family therapy to adults, adolescents and children. Provided community education and training through workshops and seminars. Research on evidence based practice.

Dates: (1979-1988)

Reference: Lynn Meyer, 792-867-7019

Position Title: **Start-up Services Committee Member,**

Agency: Collin County Women's Shelter, Plano, Texas

Services: Community organization, board planning, residential and out-patient counseling for women and children addressing issues of violence, trauma and abuse.

Duties: Trainer, group leader, community outreach. education and organization.
(Volunteer Position)

Dates: (1984-1988)
Reference: Maria Contessa-Kislus

Position Title: **Counselor/Counseling Supervisor for Youth Services**
Agency: **Planned Parenthood of Northeast Texas, Dallas, TX**
Services: **Counseling and Social Services to adolescents and young adults**
Duties: **Provided program planning and management, clinical supervision and training for staff and volunteers, individual and group counseling in a clinic setting: adolescent issues, sexuality, sexual abuse, reproductive and relationship issues.**

Dates: (1977-1979)
Reference: Dr. Penny Ramsdell, 225-926-6648

Position Title: **Social Worker**
Agency: **Collin County Children's Protective Services, McKinney, TX**
Services: **Protective services to children and families, foster care services.**
Duties: **Provided services to investigate abuse/neglect, removal and placement of children, family counseling, case management and social services to children and families, parent education and training. Addressed issues of grief and loss, attachment and bonding, abuse, neglect, sexual abuse and assault. Interfaced with the court system, community services, law enforcement, and medical system.**

Dates: (1976-1977)
Reference: Dee Roessler, JD, Collin County Courts, McKinney, TX

EDUCATION

MSW-University of Iowa, 1975 major: Social Work
BA - University of Iowa, 1973 major: Social Work

CURRENT CERTIFICATION AND LICENSES

ACSW - 1976 Academy of Certified Social Workers
LMSW - 1989 Texas Social Work License
ACP - 1989 Texas licensed Advanced Clinical Practitioner
LCDC - 1990 Licensed Chemical Dependency Counselor
LMFT - 1992 Licensed Marriage and Family Therapist
LPC - 1990 Licensed Professional Counselor Supervisor
EMDR - 2000 & 2001 Second level

Certified Mediator - 2001 Dispute Resolution Center Community Mediation, Houston, TX
Certified Adoption Specialist -2004 Kinship Care Center ACT Training

Education references: Jean Alvera, UT School of Social Work
Barbara Anderson, Chair NASW Texas
Dr. Dian Ruud, Chair NASW Women's Issues Committee

TRAINING AND EDUCATION SKILLS AND EXPERIENCE:

Design and conduct training, workshops, and seminars for educators, school personnel, and community social service providers regarding the issues of homelessness, poverty, affordable

housing, living wages, mental health, trauma and crisis recovery, and the educational needs of children in homeless situations.

Provide on-going training to professional staff, interns, students and volunteers, on a wide range of physical and emotional healthcare and service issues for adults and children.

Designed and implemented training to professional staff regarding issues of attachment and bonding, trauma resolution, post traumatic stress, abuse and neglect, and issues of special populations including those with developmental delays.

Provided training for completion of home studies, foster care and adoption services.

Provided foster parent training and parenting education to foster and adoptive parents.

Designed and implemented Parent Education series for families of truant and runaway adolescents; foster care and prospective adoptive parents.

Designed and implemented family therapy training for staff and community professionals.

Designed and implemented workshops on adolescent "at-risk" population for teachers, counselors and other human service professionals.

Designed and implemented workshops, and seminars on substance abuse prevention for adolescents and their families.

Conducted in-service training on substance abuse treatment for staff and volunteers.

Designed and implemented training programs for volunteer staff of Women's Shelter and shelter crisis line.

Designed and provided an educational and training program to volunteer staff of an adolescent "hot line".

Designed and provided sex education and planned parenthood counseling training to family planning and counseling staff.

Provided training for University students interested in teaching adolescent sexuality and working with adolescents and their parents.

Designed, developed and instructed a graduate course in Adolescent Sexuality, and Counseling Group Work.

Served as field placement instructor and clinical supervisor for masters level social workers, counselors, and marriage and family therapists for The University of Houston, The University of Houston Clear Lake, Our Lady of the Lakes, St Mary's University, and Sam Houston State University, Houston Baptist University, Texas State University

CURRENT VOLUNTEER SERVICE:

National Association of Social Workers Austin Chapter Steering Committee – February 2005-Present

National Association of Social Workers Women's Issues Committee – November 2005 to Present

Travis County Children's Protective Service Board – July 2005 to Present

Region 7 Council of Child Welfare Boards – July 2006 to Present

Texas Council of Child Welfare Boards – September 2006 to Present

Light of Hope Child Abuse Prevention Committee – January 2006 to present

Children's Optimal Health Care Coalition Steering Committee – June 2006 to Present

Link and Leverage Committee of the Children's Optimal Health Care Coalition - September 2006 to present

Texas Mental Health Transformations Work Group – September, 2007 to present

Child and Youth Mental Health Planning Partnership - May 2005 to Present

Texas Children's Health Insurance Program Coalition - September 2005 to Present

Regional Interagency Council on Homelessness – September 2006 to Present

Item #

22

Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 23, 2008

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. RECEIVE A BRIEFING ON THE LEGISLATIVE TRACKING SYSTEM THE COUNTY IS USING; AND

B. ADOPT THE TRAVIS COUNTY LEGISLATIVE PROGRAM FOR THE 81ST TEXAS LEGISLATURE, WHICH BEGINS ON JANUARY 13, 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.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Alicia Perez, Executive Manager
Administrative Operations
Phone: 854-9343
Email: Alicia.Perez@co.travis.tx.us

RECEIVED
COUNTY CLERK'S OFFICE
DEC 18 PM 1:39

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.

Item # _____

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: rodney.rhoades@co.travis.tx.us

Danny Hobby, Executive Manager
Emergency Medical Services
Phone: 854-4416
Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager
Transportation and Natural Resources
Phone: 854-9383
Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager
Justice and Public Safety
Phone: 854-4415
Email: ROGER.JEFFERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager
Health and Human Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: CYD.GRIMES@co.travis.tx.us

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

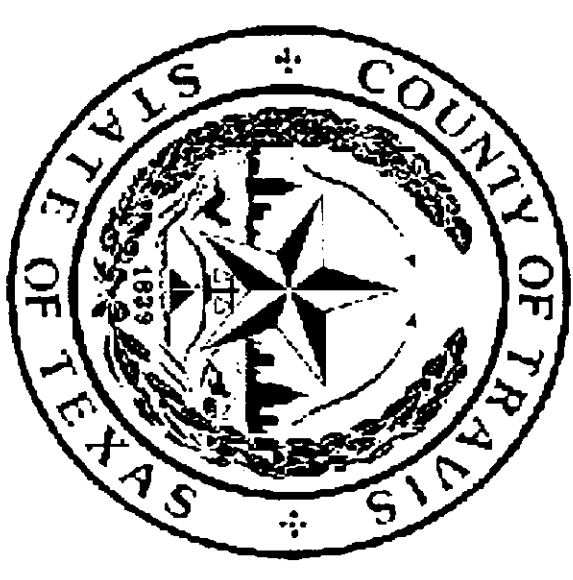
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Item # _____

Susan Spataro
County Auditor
Phone: 854-9125
Email: Susan.Spataro@co.travis.tx.us

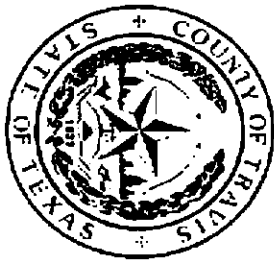
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

#22.A



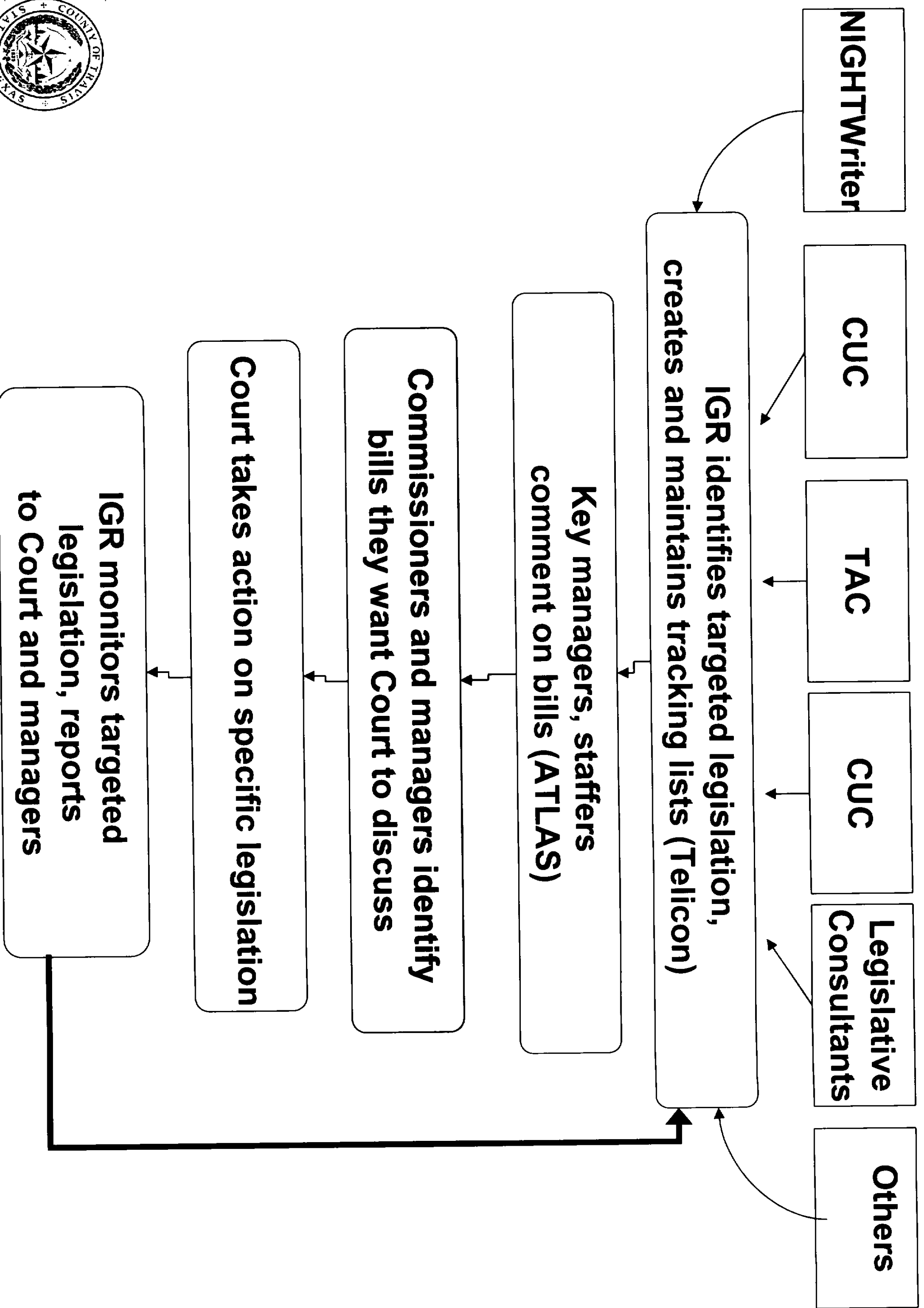
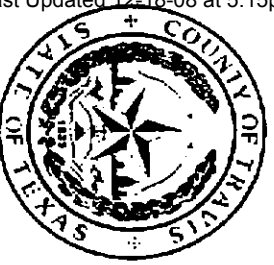
Travis County Legislative Program – 81st Texas Legislature

Tuesday, December 23, 2008
Deece Eckstein
Coordinator, Intergovernmental Relations
Travis County, Texas



IGR Goals – 81st Legislature

- Commissioners Court to set wish list, priorities for Travis County
- User-friendly bill tracking, analysis process
- Timely, accurate information to Court
- Timely, effective guidance from Court
- Open communication with, and clear direction to, legislative consultants
- Increased satisfaction with Travis County participation



TRAVIS COUNTY LEGISLATIVE PROGRAM

81ST TEXAS LEGISLATURE

As the 81st Texas Legislature convenes, Travis County seeks to enhance the quality of life of all its residents. As a political subdivision of state government, Travis County requires legislative authority to enhance and improve the services it delivers. It supports legislation that increases its flexibility and authority to serve, protect and enhance the quality of life of its citizens.

County Priorities:

- ★ Support legislation that will allow counties to exercise limited but effective land use authority, including authority to:
 - levy an impact fee against new land development within the unincorporated areas of a county
 - develop and adopt a long-range comprehensive plan for land development within the unincorporated areas of the county; and
 - adopt regulations that would buffer sensitive receptors from selected industrial land uses.
- ★ Support legislation and budgeting decisions that will improve transportation funding, including legislation to:
 - Stop diversions from the Gas Tax Revenue Fund; and
 - enable counties, on a local option basis, to levy a Transportation Project (Mobility) Fee not to exceed \$10 per vehicle registration
- ★ Support legislation and budgeting decisions that will fully fund necessary mental health services provided by county MHMR departments.
- ★ Support legislation that would allow counties to require a gas, telephone, or electric utility to relocate its facilities in a county right of way within 210 days.
- ★ Support legislation that would allow counties to offer specialized retirement packages to early retirees.
- ★ Support legislation that will bracket Travis County into the law which enables qualifying counties to "...take any necessary and proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system."
- ★ Oppose legislation that would restrict the ability of counties to raise the revenues necessary to provide an adequate level of services to their citizens. It opposes appraisal caps and revenue caps.

Departmental Priorities:

Administration

- Support legislation that would allow counties to offer specialized retirement packages to early retirees.
- Monitor legislation that would impact compensation and health care provisions for county employees and retirees.
- Monitor legislation relating to energy efficiency and sustainability in county buildings.

Emergency Services

Medical Examiners:

- Monitor legislation relating to Chapter 49 of the Code of Criminal Procedure as it applies to the Medical Examiner's Office.

Fire Marshal's Office

- Monitor fireworks legislation coming from the industry in general this session.

Star Flight

- Monitor air medical legislation since there is added pressure on the industry and individual agency operations throughout the nation.

Office of Emergency Management

- Monitor legislation relating to homeland security and hurricane response in this session.

Emergency Services Districts:

- Monitor legislation relating to emergency service districts around the state, particularly as it relates to funding caps, capital purchasing limits, fire code enforcement, sprinkler systems, etc...

9-1-1 Operations and Systems:

- Monitor legislation relating to 9-1-1 operations and systems since there continues to be changing needs and services in this area. There are also the funding issues with the current collection fee and the dedicated fund balance for the 9-1-1 at the state level.

Health and Human Services

Changes to the MHMR, DSHS, DFPS

- Monitor issues, bills and or administrative rule changes related to the MHMR, the Department of State Health Services (DSHS), and the Department of Family and Protective Services.

TIERS System

- Monitor the potential budgetary impact of changes to the TIERS system- HHS and local partners will be expecting watch activity around their budget

Education

- Monitor bills that effect pre-K programs, including bills that would make the half day pre-K programs full day with higher quality for currently eligible kids
- Monitor legislative efforts to expand funding for Communities in Schools, particularly those of Sen. Eliot Shapleigh and Rep. Myra Crownover
- Monitor legislative efforts relating to, and state funding for, the Reach Out and Read, particularly those of Senator Leticia Van de Putte and Rep. Susan King
- Monitor legislation relating to the so-called "4X4" curriculum requirements of 4 years of math and 4 years of science to be able to graduate.

Justice and Public Safety

Re-Entry Programs

- Support legislation that would enhance housing opportunities for people with criminal histories.
- Support legislation that would expand employment readiness and job opportunities for people with criminal histories.
- Support legislation that would direct the Texas Department of Criminal Justice and Department of Public Safety to ensure that every inmate leaving a TDCJ facility has at least two of the following: a DPS issued identification card, social security card, and/or birth certificate.
- Support legislation that would improve the availability and continuity of mental and physical health care between correctional facilities and the community.
- Support legislation that would provide people with felony drug convictions the same access to food stamps as afforded other ex-offenders.
- Support legislation that would ensure the organizational policies and practices within criminal justice agencies promote the rehabilitation and reentry of people with criminal histories.
- Support legislation that would promote kinship care for children whose parents are incarcerated to reduce the impact on the foster care system.
- Support legislation that would create a statewide Texas Reentry Council/Taskforce to examine and recommend best practices for cost-effective reentry strategies that enhance public safety.

Jail population reduction

- Support legislation that would eliminate the use of county jails for state supervised offenders such as parole violators, pre-release parolees, and civil commitments.
- Support legislation that would allow for the release of the technical parole violators on bond.
- Support legislation that would increase funding and capacity for drug treatment and mental health services in the community.

- Support legislation that would increase opportunities for the use of technology in jail diversion strategies.

Indigent Defense

- Monitor potential changes to criteria for indigent defense.

Appointments

- Monitor interest and/or potential legislation or changes in legislation related to defense attorney appointments and/or public defender offices.

Incarceration and Youth Commission

- Monitor interest in a statewide data clearinghouse for state agency and community service providers to enhance statewide service delivery to criminal justice populations.
- Monitor expected changes to the mission of the Texas Youth Commission and its potential impact on the county.

Planning and Budget Office

Appraisal Caps and Revenue Caps

- Oppose legislation that would limit the County's ability to meet the needs of its citizens by artificially capping appraisal values or county revenues.

Transportation and Natural Resources

Storm Water Management

- Support legislation that would amend Chapter 423 of the Local Government Code to bracket Travis County into the law which enables qualifying counties to "...take any necessary and proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system."

Comprehensive Planning and Industrial Buffers

- Support legislation that would grant explicit authority for the county to adopt a long range comprehensive plan for land development within the unincorporated areas of the county.
 - Must be consistent with the adopted plans of the municipalities within the extraterritorial jurisdictions.
 - Must be developed and adopted by the Commissioners Court prior to the adoption of new land use regulations and no later than two years after the effective date of the legislation.
- Support legislation that would give counties explicit authority to adopt regulations that would buffer sensitive receptors from selected industrial land uses.
 - Buffers for a regulated industrial use must be based on verifiable criteria relating to health, safety, and welfare.
 - Mitigation of impacts may be used to minimize and/or offset buffer requirements;
 - Applies only to Travis County unincorporated areas;

- Court must hold public hearing(s) prior to the adoption of the regulation.

Transportation Mobility Funding

- Support legislation that would amend the Section 502.1725 of the Transportation Code to enable Travis County to levy a Transportation Project (Mobility) Fee not to exceed \$10 per vehicle registration to construct new and widen existing arterial roadways within the unincorporated area.
- Support legislation that would amend the Local Government Code to enable Travis County to levy an impact fee against new land development within the unincorporated area to pay for arterial roadway improvements serving the development.

Utility Relocation

- Support legislation that would amend Chapter 181 of the Utilities Code to enable Travis County to require a gas, telephone, or electric utility to relocate its facilities in a county right of way within 210 days, at the utility's own expense, to allow the widening or other changing of traffic lane.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 12/23/08

A. REQUEST MADE BY: SARAH ECKHARDT
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION SUPPORTING THE TEXAS RAIL RELOCATION AND IMPROVEMENT ASSOCIATION'S PURSUIT OF LEGISLATION DURING THE 81ST LEGISLATURE THAT WOULD PROVIDE FUNDING AND ASSISTANCE FOR THE RELOCATION OF FREIGHT RAIL LINE OUTSIDE OF URBAN CENTERS AND THE CREATION OF INTER-CITY COMMUTER RAIL LINES IN THE AUSTIN-SAN ANTONIO CORRIDOR.



COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

_____ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

A RESOLUTION OF THE TRAVIS COUNTY COMMISSIONERS COURT SUPPORTING LEGISLATIVE ACTION TO CREATE PROGRAMS AND PROVIDE FUNDING FOR THE ENHANCEMENT OF PUBLIC TRANSPORTATION INCLUDING RELOCATION OF FREIGHT RAIL LINES.

WHEREAS, freight and passenger mobility is critical to the economic prosperity and quality of life in the state of Texas; and,

WHEREAS, freight rail traffic moves fastest and safest in areas with fewer at-grade crossings; and,

WHEREAS, in its present state the transportation system in Texas is a major consumer of natural resources and a major source of air, water, and noise pollution; and

WHEREAS, the state's population has grown by 57% and the total passenger miles driven rose by 95% over the past 25 years, but highway lane miles increased by just 8% over the same period; and

WHEREAS, the congested transportation system creates approximately \$60.8 billion dollars in added costs; and,

WHEREAS, the present system of inter-city freight rail lines adds to the traffic congestion and hampers efforts to develop a centralized, inter-city commuter rail line; and,

WHEREAS, the creation of a centralized, inter-city commuter rail line, like the Austin-San Antonio rail corridor, will address some of the critical transportation issues facing us this century; and

WHEREAS, freight rail traffic and commuter rail are often mutually exclusive on the same rail lines; and,

WHEREAS, failure to address critical transportation needs will hamper economic stability, viability and vitality in Travis County and the State as a whole; and,

WHEREAS, the Texas Department of Transportation estimates that freight-movement trucking is increasing nationwide by 2% per year, increasing by 6% per year statewide, and increasing by 15% per year in the Austin-San Antonio Corridor; and

WHEREAS, the Legislature of the State of Texas has passed and the public has approved by election the constitutional amendment creating the Texas Rail Relocation and Improvement Fund.

NOW THEREFOR BE IT RESOLVED, the Travis County Commissioners Court supports legislative action that would create and fund programs that would enhance public transportation in the State.

BE IT FURTHER RESOLVED, the Travis County Commissioners Court supports legislative action that would provide funding and assistance for the relocation of freight rail lines and the creation of inter-city commuter rail lines.

ADOPTED THIS THE DAY OF 2008.

Samuel T. Biscoe, Travis County Judge

Ron Davis
Commissioner Precinct 1

Sarah Eckhardt
Commissioner Precinct 2

Gerald Daugherty
Commissioner Precinct 3

Margaret Gómez
Commissioner Precinct 4

ATTEST:

Dana DeBeauvoir, County Clerk

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 12/23/08

A. REQUEST MADE BY: SARAH ECKHARDT
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION SUPPORTING SCENIC TEXAS' PURSUIT OF LEGISLATION DURING THE 81ST LEGISLATURE FOR COUNTY AUTHORITY TO REGULATE BILLBOARDS WITHIN IT'S JURISDICTION BUT OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY.



COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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PURCHASING OFFICE (854-9700)

_____ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

§ 391.251. DEFINITIONS. In this subchapter:

(1) "Off-premise sign" means an outdoor sign displaying advertising that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

(2) "Advertising" means a message seeking to attract the public or to direct the attention of the public to any goods, services, or merchandise.

Added by Acts 2001, 77th Leg., ch. 1264, § 3, eff. Sept. 1, 2001.

§ 391.252. OFF-PREMISE SIGNS PROHIBITED. (a) A person may not erect an off-premise sign that is adjacent to and visible from:

(1) U.S. Highway 290 between the western city limits of the city of Austin and the eastern city limits of the city of Fredericksburg;

(2) State Highway 317 between the northern city limits of the city of Belton to the southern city limits of the city of Valley Mills;

(3) State Highway 16 between the northern city limits of the city of Kerrville and Interstate Highway 20;

(4) U.S. Highway 77 between State Highway 186 and State Highway 44;

(5) U.S. Highway 281 between:

(A) State Highway 186 and Interstate Highway 37, exclusive of the segment of U.S. Highway 281 located in the city limits of Three Rivers; and

(B) the southern boundary line of Comal County and State Highway 306;

(6) State Highway 17 between State Highway 118 and U.S. Highway 90;

(7) State Highway 67 between U.S. Highway 90 and Farm-to-Market Road 170;

(8) Farm-to-Market Road 170 between State Highway 67 and State Highway 118;

(9) State Highway 118 between Farm-to-Market Road 170 and State Highway 17;

(10) State Highway 105 between the western city limits of the city of Sour Lake to the eastern city limits of the city of Cleveland;

(11) State Highway 73 between the eastern city limits of the city of Winnie to the western city limits of the city of Port Arthur;

(12) State Highway 21 between the southern city limits of the city of College Station and U.S. Highway 290;

(13) a highway located in:

(A) the Sabine National Forest;

(B) the Davy Crockett National Forest; or

(C) the Sam Houston National Forest;

(14) Segments 1 through 4 of State Highway 130;

(15) a highway in Bandera County that is part of the state highway system;

(16) Farm-to-Market Road 3238 beginning at State Highway 71 and any extension of that road through Hays and Blanco Counties;

(17) Farm-to-Market Road 2978 between Farm-to-Market Road 1488 and the boundary line between Harris and Montgomery Counties;

(18) U.S. Highway 90 between the western city limits of the city of San Antonio and the eastern city limits of the city of Hondo; ~~and~~

~~Subdivision effective on the 1st day after the Texas Department of
Transportation receives notification from all appropriate county
clerks as provided in Section 201.~~

(19) the following highways in Austin County:

- (A) State Highway 159;
- (B) Farm-to-Market Road 331;
- (C) Farm-to-Market Road 529;
- (D) Farm-to-Market Road 1094; and
- (E) Farm-to-Market Road 2502; or

Deleted:

(20) after the date of written notice of the order to the department, a public road or portion of a public road located in any area in any county of this state outside the corporate limits and the extraterritorial jurisdiction of a municipality, if the road is designated by order of the commissioners court of the county in which the road or portion of the road is located. No order shall be issued under this section until a public notice has been published in a newspaper of general circulation of the county at least 10 days prior to the date of the meeting at which the action is taken.

(b) This section does not affect the ability of a municipality to regulate a sign located on the portion of a roadway listed in Subsection (a) that is within the corporate limits or extraterritorial jurisdiction of the municipality in accordance with Chapter 216, Local Government Code.

(c) This section does not prohibit a person from erecting an off-premise sign permitted by other law, rule, or regulation that is adjacent to and visible from a roadway not listed in this section and is visible from a roadway listed under this section if the intended purpose of the sign is to be visible only from the roadway not listed under this section.

Added by Acts 2001, 77th Leg., ch. 1264, § 3, eff. Sept. 1, 2001.

Amended by:

- Acts 2005, 79th Leg., Ch. 281, § 2.78, eff. June 14, 2005.
- Acts 2005, 79th Leg., Ch. 352, § 1, eff. September 1, 2005.
- Acts 2005, 79th Leg., Ch. 405, § 1, eff. September 1, 2005.
- Acts 2005, 79th Leg., Ch. 796, § 1, eff. September 1, 2005.
- Acts 2005, 79th Leg., Ch. 903, § 1, eff. September 1, 2005.
- Acts 2005, 79th Leg., Ch. 983, § 1, eff. September 1, 2005.
- Acts 2005, 79th Leg., Ch. 1046, § 1, eff. September 1, 2005.
- Acts 2005, 79th Leg., Ch. 1353, § 1, eff. September 1, 2005.
- Acts 2007, 80th Leg., R.S., Ch. 1020, § 1, eff. September 1, 2007.

§ 391.253. REERECTION, RECONSTRUCTION, REPAIR, OR REBUILDING OF OFF-PREMISE SIGNS. (a) An off-premise sign that is adjacent to and visible from a highway listed in Section 391.252 that is blown down, destroyed, taken down, or removed for a purpose other than maintenance or to change a letter, symbol, or other matter on the sign may be reerected, reconstructed, repaired, or rebuilt only if the cost of reerecting, reconstructing, repairing, or rebuilding the sign is not more than 60 percent of the cost of erecting a new off-premise sign of the same size, type, and construction at the same location.

(b) The department shall permit the relocation of an off-premise sign adjacent to and visible from a highway listed in Section 391.252 to another location that is adjacent to and visible from the same highway if:

(1) the construction, reconstruction, or expansion of a highway requires the removal of the sign;

(2) the sign is not modified to increase the above-grade height, the area of each sign face, the dimensions of the sign face, the number of sign faces, or the illumination of the sign; and

(3) the department identifies an alternate site for the relocation of the sign adjacent to and visible from the highway listed in Section 391.252.

(c) For purposes of this section, the department shall specify, within 30 days of receipt of a request for a relocation site, a minimum of three alternate sites that meet permitting requirements for an off-premise sign to be reerected, reconstructed, repaired, or rebuilt adjacent to and visible from a highway listed in Section 391.252.

(d) The owner of an off-premise sign that is reerected, reconstructed, repaired, or rebuilt according to Subsection (a) or relocated according to Subsection (b) may alter the materials and design of the sign to reduce the number of upright supports, subject to other restrictions in this section, in a manner that meets or exceeds the pre-existing structural specifications of the sign.

Added by Acts 2001, 77th Leg., ch. 1264, § 3, eff. Sept. 1, 2001.

§ 391.254. CIVIL PENALTY. (a) A person who violates Section 391.252 is liable to the state for a civil penalty of not less than \$500 or more than \$1,000 for each violation, depending on the seriousness of the violation. A separate penalty may be imposed for each day a continuing violation occurs. (b) The attorney general, the district or county attorney for the county, or the municipal attorney of the municipality in which the violation is alleged to have occurred may bring suit to collect the penalty.

(c) A civil penalty collected by the attorney general under this section shall be deposited to the credit of the state highway fund.

(d) Before a suit may be brought for a violation of Section 391.252, the attorney general, the district or county attorney for the county, or the municipal attorney of the municipality in which the violation is alleged to have occurred shall give the owner of the off-premise sign a written notice that:

- violation;
- (1) describes the violation and specific location of the sign found to be in violation;
 - (2) states the amount of the proposed penalty for the violation; and
 - (3) gives the owner 30 days from receipt to remove the sign and cure the violation to avoid the penalty unless the sign owner was given notice and opportunity to cure a similar violation within the preceding 12 months.

Added by Acts 2001, 77th Leg., ch. 1264, § 3, eff. Sept. 1, 2001.

§ 391.255. APPLICABILITY OF SUBCHAPTER. The restrictions imposed by this subchapter are in addition to those imposed by the remainder of this chapter.

Added by Acts 2001, 77th Leg., ch. 1264, § 3, eff. Sept. 1, 2001.

| SECTION 2. This Act takes effect September 1, 2009.

Resolution Promoting Economic Development, Roadway Beauty & Tourism

WHEREAS, approximately 350 Texas cities have stopped new off-premises sign ("billboard") construction within their jurisdictions but have no authority to stop billboards on the gateways that lead into their respective cities or the roads in rural Texas; and

WHEREAS, the roads within the state are a public investment; and

WHEREAS, the roads are heavily traveled by tourists and residents who fund the construction, operation and maintenance of the roads and who participate in the regional and the State economy; and

WHEREAS, as a public investment, the roads must be protected; and

WHEREAS, the regional and State economy is dependent on the preservation of the state's natural beauty; and

WHEREAS, there are roadways in Travis County that are significant either aesthetically, recreationally, geographically, or historically and should therefore be considered for protection; and

WHEREAS, the appearance of the roadways is directly related to the local, regional and State economy; and

WHEREAS, it is desirable to preserve and promote the natural beauty of the region, particularly as viewed from the roadway.

THEREFORE, the Travis County Commissioners Court hereby adopts this resolution to endorse the following legislative proposal:

A bill that grants Texas counties the authority, after holding a public hearing, to stop the construction of new off-premise billboards on any road or portion of road that lies within its jurisdiction but outside the corporate limits of a municipality.

ADOPTED THIS THE DAY OF 2008.

Samuel T. Biscoe, Travis County Judge

Ron Davis
Commissioner Precinct 1

Sarah Eckhardt
Commissioner Precinct 2

Gerald Daugherty
Commissioner Precinct 3

Margaret Gómez
Commissioner Precinct 4

ATTEST:

Dana DeBeauvoir, County Clerk

VS# 25

TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on: December 23, 2008

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

B. Requested Text:

Consider and approve Amendment No. Five to the Memorandum of Understanding ("MOU") Relating to Security for the Combined Transportation, Emergency & Communications Center ("CTECC"), extending the scope of work for the Travis County Sheriff's Office through FY09. (TCSO)

C. Approved by: _____

Signature of Commissioner or Judge

II. A. Is backup material attached*: **Yes** No

*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**
No

Please list those contacted and their phone numbers:

Toby Faris - TCES
Jim Connolly – County Attorney

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.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MAKR SAWA
Major - Administration & Support

Date: December 10, 2008
To: Travis County Commissioners Court
From: Michael G Hemby 783, Planning Manager
Subject: FY09 CTECC Security MOU

A handwritten signature in black ink, appearing to be "MH", written over the name "Michael G Hemby".

Proposed Motion:

Approve Amendment No. Five to the Memorandum of Understanding ("MOU") Relating to Security for the Combined Transportation, Emergency & Communications Center ("CTECC"), extending the scope of work for the Travis County Sheriff's Office through FY09. (TCSO, TCES)

Summary & Recommendation:

Under the existing security MOU with the City of Austin, TCSO law enforcement has provided security services to CTECC since FY03. All parties and stakeholders to this agreement are satisfied with the each other's performance and desire the continuation of this arrangement.

This is a revenue-generating contract for Travis County. TCSO, with the concurrence and cooperation of Travis County Emergency Services ("TCES") and County representatives on the CTECC Operating Board, recommends approving the proposed motion.

The FY09 security budget level for the CTECC program is \$868,570, an amount that adequately supplements TCSO's personnel costs in providing services for around-the-clock protection of the site, facility, related systems, and personnel.

The security MOU is structured to automatically renew on an annual basis. However, amendments to this agreement are routinely necessary to reflect the updated scope of work each fiscal year.

There appear to be no issues or concerns with approving the recommended action and it has been reviewed by appropriate legal staff.

Attachment:

Amendment No. 5 to the CTECC Security MOU (Three Originals)

Cc:

County Attorney – Jim Connolly

County Auditor – Jose Palacios

PBO – Bill Derryberry

TCSO – Major Sawa, Finance Director Francisco Ordaz

TCES – Toby Fariss



Safety, Integrity, Tradition of Service

**Amendment Number Five to the
Memorandum of Understanding Relating to Security Services for the
Combined Transportation, Emergency & Communications Center**

This Amendment Number Five to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (the "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2008, and automatically renew for another annual period on October 1, 2009, unless sooner terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the current fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the current fiscal year, Attachment I, CTECC Security Services Scope of Work, is to be amended to reflect CTECC Security Services Scope of Work for FY 2009.
- 2.0 Except for the changes made by this Amendment Number Five, the Parties hereby ratify all of the terms and conditions of the MOU.
- 3.0 The effective date of this Amendment Number Five is October 1, 2008.

EXECUTED as of the latest date set forth below.

City of Austin

By: Linda Pounds-Adams

Linda Pounds-Adams
Acting Chief Information Office

Date: 12/1/07

Travis County, Texas

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

AND

By: Greg Hamilton

Greg Hamilton
Travis County Sheriff

Date: 12/09/08

Attachment I

CTECC Security Services Scope of Work for FY 2009

TCSO will continue to provide security services for CTECC as per a SOW that includes, but is not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Staff CTECC badging workstation, as needed, with Officers trained in its use;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility problem that may arise or potentially arise;
- Ensure around-the-clock security coverage by providing at least two TCSO Officers on site from 0700 hours to 1900 hours, each Monday through Friday and during any activation of the Emergency Operations Center or CTECC special event. Provide at least one TCSO Officer on site from 1900 hours to 0700 hours, each Monday through Thursday. Likewise, provide at least one TCSO Officer on site for weekend coverage, which includes each Friday night beyond 1900 hours and goes through Monday morning until 0700 hours.

The FY09 CTECC O&M budget for security amounts as follows:

- | | |
|--------------------------|-------------------------|
| - Security Services Cost | Not to Exceed \$868,570 |
|--------------------------|-------------------------|

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

Item #

26

Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 23, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON BONDS FOR THE FOLLOWING ELECTED OFFICIALS:

- A. RON DAVIS, TRAVIS COUNTY COMMISSIONER PRECINCT ONE;
- B. DAVID A. ESCAMILLA, TRAVIS COUNTY ATTORNEY;
- C. ADAN BALLESTEROS, CONSTABLE PRECINCT TWO;
- D. RICHARD T. MCCAIN, CONSTABLE PRECINCT THREE;
- E. MARIA L. CANCHOLA, CONSTABLE PRECINCT FOUR;
- F. BRUCE ELFANT, CONSTABLE PRECINCT FIVE; AND
- G. NELDA WELLS SPEARS. TAX ASSESSOR-COLLECTOR.

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.

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.

RECEIVED
COUNTY CLERK'S OFFICE
08 DEC 18 PM 2:06



**Merchants
Bonding
Company**

DRAFT

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-0344

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-8033
FAX (512) 343-8383

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY COMMISSIONER**

THE STATE OF TEXAS

County of Travis

Bond No. TX 534976

KNOW ALL PERSONS BY THESE PRESENTS:

That we, RON DAVIS, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Three Thousand (\$3,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the _____ day of _____, _____, duly _____ Elected _____ to the office of County Commissioner in and for Travis County in the State of Texas, for a term of 4 year(s), commencing on the 1st day of January, 2009.

Now, therefore, if the said Principal shall faithfully perform the commissioner's official duties; and reimburse the county for all county funds illegally paid to him/her; and will not vote or consent to make a payment of county funds except for a lawful purpose, then this obligation shall be void, or otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008.

RON DAVIS

Principal

By:

Ron Davis

Merchants Bonding Company (Mutual)

By:

Lisa M. Battista

Lisa M. Battista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Ron Davis known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____, _____.

DRAFT**Merchants Bonding Company (Mutual)**

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171 • (515) 243-0344 FAX

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033 • (512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

ss.

Bond No. TX 534977

KNOW ALL PERSONS BY THESE PRESENTS:

That we, RON DAVIS, as Principal, and
the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas,

as Surety, are held and bound unto Travis County Judge, his successors in office,
in the sum of Three Thousand Dollars (\$3,000.00) DOLLARS, for the
payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally,
by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal
was on the _____ day of _____,
duly Elected to the office of County Commissioner as Ex Officio Road Commissioner
in and for Travis County in the State of Texas,
for a term of 4 year(s) - commencing on the 1st day of January, 2009.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall

"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the num-
ber of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggre-
gate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated
above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008

RON DAVIS

Principal

Ron Davis

MERCHANTS BONDING COMPANY (Mutual)

By: Lisa M. Battista

Lisa M. Battista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

ss.

Before me, _____, a notary public, on this day personally appeared
Ron Davis known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____

SEAL

PO 0123 TX (2/03)

_____, County, Texas.

DRAFT
**Merchants
Bonding
Company**
HOME OFFICE
 2100 FLEUR DRIVE
 DES MOINES, IOWA 50321-1158
 (515) 243-8171
 FAX (515) 243-0344

AUSTIN OFFICE
 P. O. BOX 26720
 AUSTIN, TEXAS 78755
 (512) 343-9033
 FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY ATTORNEY**

THE STATE OF TEXAS

County of TravisBond No. TX 577707

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DAVID A ESCAMILLA, as Principal, and the **MERCHANTS BONDING COMPANY (Mutual)**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of Two Thousand Five Hundred (\$2,500.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 4th day of November, 2008, duly Elected to the office of County Attorney in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2009 and expires on the 31st day of December, 2012.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully pay over in the manner prescribed by law all money that he/she collects or receives for any county or the state, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008.

DAVID A ESCAMILLA

Principal

By:

David A Escamilla

Merchants Bonding Company (Mutual)

By:

Lisa M. Battista
Lisa M. Battista Attorney-in-Fact**ACKNOWLEDGEMENT OF PRINCIPAL**

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared David A Escamilla known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____



**Merchants
Bonding
Company**

DRAFT

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-0344

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR CONSTABLE**

THE STATE OF TEXAS

County of Travis

Bond No. TX 577178

KNOW ALL PERSONS BY THESE PRESENTS:

That we, RICHARD T MCCAIN, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the _____ day of _____, _____, duly _____ Elected _____ to the office of Constable in and for Travis County in the State of Texas, for a term of 4 year(s), commencing on the 1st day of January, 2009.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008.

RICHARD T MCCAIN

Principal

By:

Richard T. McCain

Merchants Bonding Company (Mutual)

By:

Lisa M. Battista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Richard T. McCain known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____ this 1st day of November, 2008.

DRAFT
**Merchants
Bonding
Company**
HOME OFFICE
 2100 FLEUR DRIVE
 DES MOINES, IOWA 50321-1158
 (515) 243-8171
 FAX (515) 243-0344

AUSTIN OFFICE
 P. O. BOX 26720
 AUSTIN, TEXAS 78755
 (512) 343-9033
 FAX (512) 343-8383

**TEXAS OFFICIAL BOND AND OATH
FOR CONSTABLE**

THE STATE OF TEXAS

County of TravisBond No. TX 534971

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MARIA L CANCHOLA, as Principal, and the **MERCHANTS BONDING COMPANY (Mutual)**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the _____ day of _____, _____, duly _____ Elected _____ to the office of Constable in and for Travis County in the State of Texas, for a term of 4 year(s), commencing on the 1st day of January, 2009.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008.

MARIA L CANCHOLA

Principal

By: _____

Maria L. Canchola

Merchants Bonding Company (Mutual)

By: _____

Lisa M. Battista Attorney-in-Fact**ACKNOWLEDGEMENT OF PRINCIPAL**

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Maria L. Canchola known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
 this 1st day of November, 2008.

DRAFT
**Merchants
Bonding
Company**
HOME OFFICE
 2100 FLEUR DRIVE
 DES MOINES, IOWA 50321-1158
 (515) 243-8171
 FAX (515) 243-0344

AUSTIN OFFICE
 P. O. BOX 26720
 AUSTIN, TEXAS 78755
 (512) 343-9033
 FAX (512) 343-8383

**TEXAS OFFICIAL BOND AND OATH
FOR CONSTABLE**

THE STATE OF TEXAS

County of TravisBond No. TX 534982

KNOW ALL PERSONS BY THESE PRESENTS:

That we, BRUCE ELFANT, as Principal, and the **MERCHANTS BONDING COMPANY (Mutual)**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the _____ day of _____, duly Elected to the office of Constable in and for Travis County in the State of Texas, for a term of 4 year(s), commencing on the 1st day of January, 2009.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008.

BRUCE ELFANT

Principal

By:

Bruce ElfantMerchants Bonding Company (Mutual)

By:

Lisa M. Battista Attorney-in-Fact**ACKNOWLEDGEMENT OF PRINCIPAL**

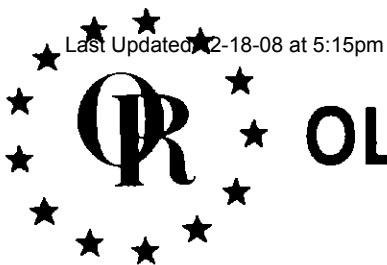
THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Bruce Elfant known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____, November, 2008, this 1st day of _____.

County, Texas.



OLD REPUBLIC

- ☒ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ Bituminous Casualty Corporation

DRAFT

7610 Stemmons, Suite 400
P.O. Box 569480, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120

OFFICIAL BOND AND OATH

POB 1126282

Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, NELDA WELL SPEARS, of AUSTIN, TX as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the TRAVIS COUNTY COMMISSIONERS COURT and/or his/her successors in the penal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$ 100,000),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 5TH day of NOVEMBER, 2008.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 31ST day of DECEMBER, 2008, duly Elected to the office of (Elected - Appointed)

TAX COLLECTOR in and for TRAVIS County in the State of Texas, for a term of 4 year(s) commencing on the 31ST day of DECEMBER, 2008.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall FAITHFULLY PERFORMS HIS/HER DUTIES AS TAX COLLECTOR

_____, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Nelda Wells Spears
NELDA WELLS SPEARS Principal

Countersigned

By: [Signature]
Texas Resident Agent

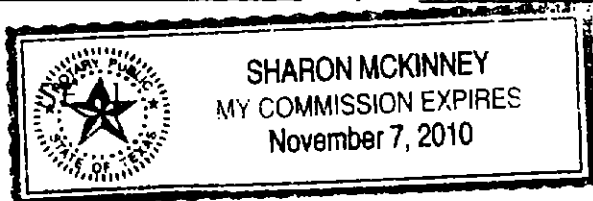
[Signature]
BY S. GREEN Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of TRAVIS } ss

Before me, Sharon McKinney on this day, personally appeared Nelda Wells Spears, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at Austin, Texas, this 17th day of December, 2008.



Sharon McKinney
Notary Public
TRAVIS County, Texas

Item #

27

Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 23, 2008

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

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON BONDS FOR THE FOLLOWING:

A. GEORGE MORALES III, CHIEF DEPUTY CONSTABLE PRECINCT TWO;

B. STACY SUITS, CHIEF DEPUTY, CONSTABLE PRECINCT THREE;

C. ROBERT L. ELLER, CHIEF DEPUTY, CONSTABLE PRECINCT FOUR;
AND

D. CARLOS B. LOPEZ, CHIEF DEPUTY, CONSTABLE PRECINCT FIVE.

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)

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.

08 DEC 18 PM 11 06

RECEIVED
COUNTY CLERK'S OFFICE



Merchants Bonding Company (Mutual)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171 • (515) 243-0344 FAX

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033 • (512) 343-8363 FAX

DRAFT

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

ss.

Bond No. TX 625804

KNOW ALL PERSONS BY THESE PRESENTS:

That we, George Morales III, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas,

as Surety, are held and bound unto Governor of the State of Texas, his successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2009, duly Appointed to the office of Chief Deputy Constable

in and for Travis County in the State of Texas, for a term of 4 year(s) - commencing on the 1st day of January, 2009

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 16th day of December, 2008

George Morales III Principal

George Morales III

MERCHANTS BONDING COMPANY (Mutual)

By: Carla D. White Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

ss.

Before me, _____, a notary public, on this day personally appeared George Morales III known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____ this _____ day of _____, _____

SEAL

PO 0123 TX (2/03)

_____, County, Texas.



Merchants Bonding Company (Mutual)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171 • (515) 243-0344 FAX

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033 • (512) 343-8363 FAX

DRAFT

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

ss.

Bond No. TX 534965

KNOW ALL PERSONS BY THESE PRESENTS:

That we, STACY SUITS, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas,

as Surety, are held and bound unto Governor of the State of Texas, his successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the _____ day of _____, duly Elected to the office of Chief Deputy Travis County Precinct 3 in and for Travis County in the State of Texas, for a term of 4 year(s) - commencing on the 1st day of January, 2009

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008

STACY SUITS

Principal

Stacy Suits

MERCHANTS BONDING COMPANY (Mutual)

By: [Signature]

Lisa M. Batista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

ss.

Before me, _____, a notary public, on this day personally appeared Stacy Suits known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____ this _____ day of _____, _____

SEAL

PO 0123 TX (2/03)

_____, County, Texas.



Merchants Bonding Company (Mutual)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171 • (515) 243-0344 FAX

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033 • (512) 343-8363 FAX

DRAFT

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

ss.

Bond No. TX 534972

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ROBERT L ELLER, as Principal, and
the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas,
as Surety, are held and bound unto Governor of the State of Texas, his successors in office,
in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the
payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally,
by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal
was on the _____ day of _____,
duly Appointed to the office of Chief Deputy Precinct 4
in and for Travis County in the State of Texas,
for a term of 4 year(s) - commencing on the 1st day of January, 2009

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall

"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008

ROBERT L ELLER

Principal

Robert L Eller

MERCHANTS BONDING COMPANY (Mutual)

By [Signature]
Lisa M. Battista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

ss.

Before me, _____, a notary public, on this day personally appeared
Robert L Eller known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____,

SEAL

PO 0123 TX (2/03)

County, Texas.



Merchants Bonding Company (Mutual)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171 • (515) 243-0344 FAX

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033 • (512) 343-8363 FAX

DRAFT

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

ss.

Bond No. TX 534973

KNOW ALL PERSONS BY THESE PRESENTS:

That we, CARLOS B LOPEZ, as Principal, and
the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas,

as Surety, are held and bound unto Governor of the State of Texas, his successors in office,
in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the
payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally,
by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal
was on the _____ day of _____,
duly Appointed to the office of Chief Deputy Precinct 5
in and for Travis County in the State of Texas,
for a term of 4 year(s) - commencing on the 1st day of January, 2009

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall

"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2008

CARLOS B LOPEZ

Principal

Carlos B. Loopez

MERCHANTS BONDING COMPANY (Mutual)

By: [Signature]
Lisa M. Battista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

ss.

Before me, _____, a notary public, on this day personally appeared
Carlos B. Loopez known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____,

SEAL

PO 0123 TX (2/03)

County, Texas.

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

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

I. A. Request made by: Samuel T. Biscoe, County Judge
Elected Official

B. Requested Text: Consider and take appropriate action on the proposed Homestead Preservation Reinvestment Zone, a Tax Increment Financing (TIF) Zone supporting affordable housing in the Homestead Preservation District.

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

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

_____ Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-4743

314 W. 11TH STREET - ROOM 540
AUSTIN, TEXAS 78767
Fax (512) 854-4210

December 23, 2008

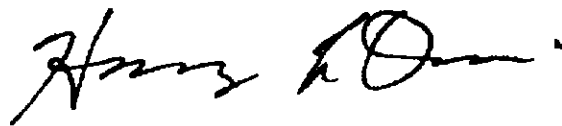
Margaret Shaw
Director, Neighborhood Housing and Community Development
City of Austin
1000 E. 11th St.
Austin, Texas 78702

Dear Margaret:

Attached are County staff's questions about the proposed Homestead Preservation TIF. The Commissioners Court plans to discuss the TIF proposal on Tuesday, December 23rd.

Please let me know if you questions.

Sincerely,



Harvey L. Davis, Manager
Travis County Housing Finance Corporation

cc: Travis County Commissioners Court
Leslie Browder, C.F.O., City of Austin
Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-4743

314 W. 11TH STREET - ROOM 540
AUSTIN, TEXAS 78767
Fax (512) 854-4210

MEMO

December 16, 2008

To: City of Austin Staff

From: Harvey L. Davis, Manager

Re: Question and Answer: Homestead Preservation District TIF Zone ("TIF")

TIF Board

Q: Will the County have equal representation with the City on the TIF Board?

Q: How are TIF spending decisions to be made?

Q: How will TIF resources be allocated between land trusts and shared equity?

Q: How will TIF resources be allocated among the three designated land trusts (Travis County Housing Finance Corporation, Austin Housing Finance Corporation and Peoples Trust)? How will the land trusts operate within the District?

Q: What will be the oversight or audit process for the TIF?

Q: How will the administrative budget be divided between the County and City?

Alternative Funding Mechanism for the HPD Objectives

Q: Has the City considered a voluntary TIF with the same dollar resources that would be committed on an annual basis based on the accomplishments compared to the stated objectives of the program?

Q: What are the pros and cons of additional alternative financing vehicles to accomplish the goals of the HPD (such as annual general fund appropriations, expanded homestead exemptions)?

Q: Why is the TIF the best way to prevent gentrification within the HPD?

Financial Analysis

Q: Why does the City believe that the funding should not be done on an annual basis as is done for other core City and County services?

Q: Is the intent of the TIF participation to be for a dollar for dollar match of property tax collections, not a percentage match?

Q: If yes, is the City Council aware that the City's participation has to be less than 100%? The County's 20% homestead exemption and the City's homestead exemption is zero. In addition, the County exemption for person 65 and older is \$65,000 instead of the \$51,000 exemption given by the City. For example, a homestead appraised for \$150,000 owned by someone 65 or older would pay at current property tax rates \$399.37 in City taxes and only \$231.61 in County taxes or \$167.76 less taxes to the County. In effect the County is currently contributing significantly more to preserve homesteads through the 20% homestead exemption and \$65,000 over 65 exemptions than the city. Has the City considered matching the Travis County 20% homestead exemption and \$65,000 over 65 exemption?

Q: Has City staff prepared a 10-year Proforma of revenue and expenses of the TIF?

Q: What are the number of parcels that are occupied by families below 30% and 50% MFI?

Q: How much in property taxes are anticipated to be exempted, over the 10-years due period, due to the land trust purchases in the HPD?

Q: How many commercial properties are situated within the TIF Zone?

Q: Would the City of Austin agree to exclude the TODs?

Q: Of the 280 parcels in the HPD with delinquent property taxes, has the City been able to survey any of these property owners to determine the potential percentage of participation in the share equity or land trust options?

Q: How many parcels has the City provided shared equities (it is our understanding that the City has an ongoing share equity program)? What is the budgeted commitment for shared equities?

Other Areas

Q: What are short definitions of "land trusts" and "shared equity"?

Q: What are the three main benefits and drawbacks of shares equities and land trusts?

Q: What are the names and contact information of other Homestead Preservation Districts or similar Dustructs that are operating within the U.S.?

Q: What are the names and contract information of other affordable housing TIFs or financing vehicles that are operating within the U.S.?

Q: What are the defined standards for maintenance and upkeep of the properties that receive assistance from the TIF?

Q: What are the expectations of the County's housing finance corporation involvement?

Q: What are the plans after the 10-year life of the TIF?

29

VS# 12/23/08

TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on:

- I. A. Request made by: TCSO Training Academy/ Det. Frasier Phone No. **854-4194**
- B. Requested Text:

Vote and approve to accept a LE 230 Ultrasonic Weapon Cleaning System as a donation from J.C Hundley to be used by the Range Master to clean, condition and lubricate weapons. Estimated value of \$3,800.

C. Approved by:

Signature of Commissioner or Judge

- II. A. Is backup material attached*: ☒ Yes ☐ No

*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 ☐ No

Please list those contacted and their phone numbers:

Sheriff Greg Hamilton 854-9788
Chief James Sylvester 854-9787
Major Mark Sawa 854-9758
Lt. Jamie Page 854-4194
Francisco Ordaz 854-3249
TCCC Finance 854-4474

- 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.

DEC 10, 2008

Travis County Sheriffs Department
3614 Bill Prince Rd
Austin, Texas

Attn. Range master. Michael Frasher

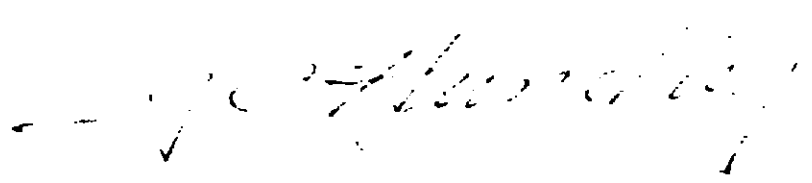
I own an Ultrasonic Cleaning System for weapons that I would like to donate to the Travis County Sheriffs Department.

This system can be used by the officers to clean, condition, and lubricate their weapons, quickly and effectively with a minimum of labor.

~~This system~~, LE 230, was manufactured by L&R Manufacturing Company and was purchased and used in a sporting equipment shop that I owned for several years. It consist of the following:

- * Ultrasonic generator
- * SS tank with transducers, 61/4" x 7" x 32", with rack & cover
- * SS tank, 41/2" x 8" x 27", with rack and cover
- * SS tank, 10" x 12" x 35", with cover
- * SS tank, 41/2" x 8" x 36", with cover
- * 4 small SS weapons pans and baskets, 9" x 5" x 5"

The original purchase price for this system was \$ 5,800. I estimate the current value to be approximately \$ 3,800.



J. C. Hundley
2405 Founders Circle
Spicewood, TX 78669

Tel: 281-536-4955
E-mail: chundley@prodigy.net

The Ultimate Weapon Cleaning System[®] By

Clean, condition & lubricate everything from handguns to longarms effectively, efficiently and economically... in minutes & without manual labor

Ultrasonic cleaning technology is the most progressive method available for cleaning handguns, shotguns and rifles. It effectively cleans the "impossible to reach by hand" areas with minimal disassembly.

Simply field strip your gun and place in an ultrasonic tank filled with *L&R Weapon Cleaning Solution*. This concentrated solution is powerful enough to remove crud, light rust, loose lead, powder build-up and copper residue. After cleaning, apply *L&R Ultrasonic Weapon Lubricating Solution*. It displaces all traces of water and leaves the gun with a uniform, dry lubrication. The result is a gun that looks and feels "factory new."

New Business Opportunity

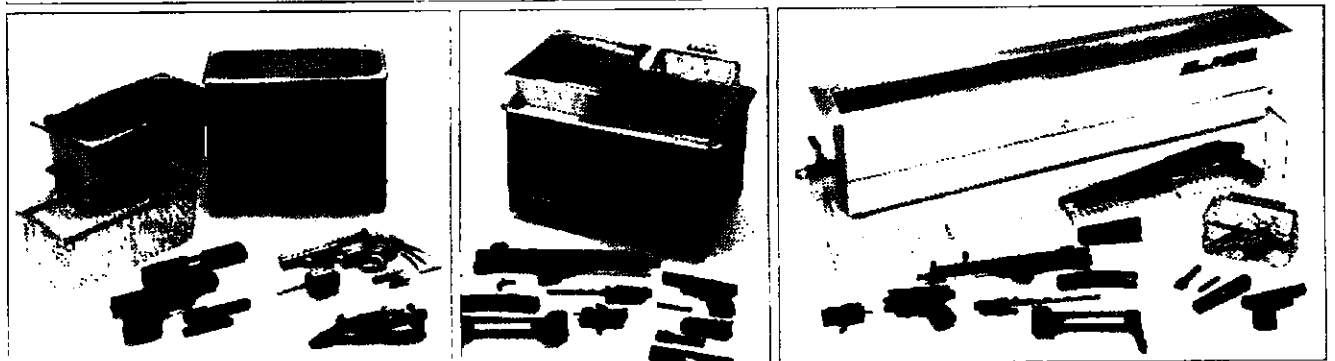
Now gun shops, ranges, pawn shops and repair centers can provide their customers with a state-of-the-art gun cleaning service – clean guns while they wait...

Extremely Profitable.

All Quantrex[®] systems meet FCC requirements and have earned worldwide approvals – CSA, LA, and CE Mark.

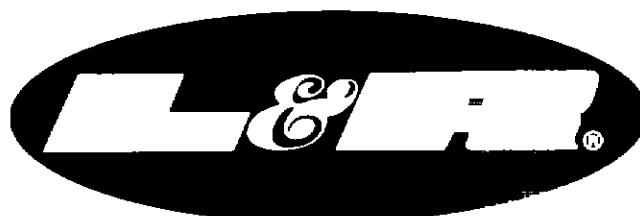


LE230 System



Choose the Ultrasonic Weapon Cleaning System that satisfies your requirements

L&R Weapon Cleaning Systems are available in several models. The Q210, Q280 and Q650 are primarily for handguns while models LE30, LE230, LE50, & LE250 are designed for handguns and/or longarms. All provide labor-free cleaning, lubricating, and conditioning, normally in under 15 minutes.

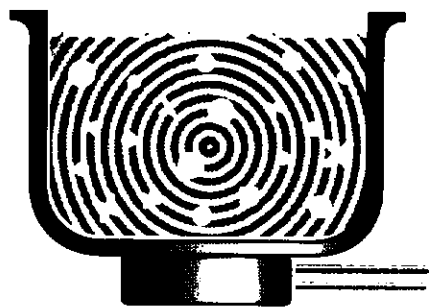


L&R Manufacturing Company

577 Elm Street, Kearny, New Jersey 07032-3604 USA
1 800 572-5326 In NJ: 201 991-5330 Fax: 201 991 5870

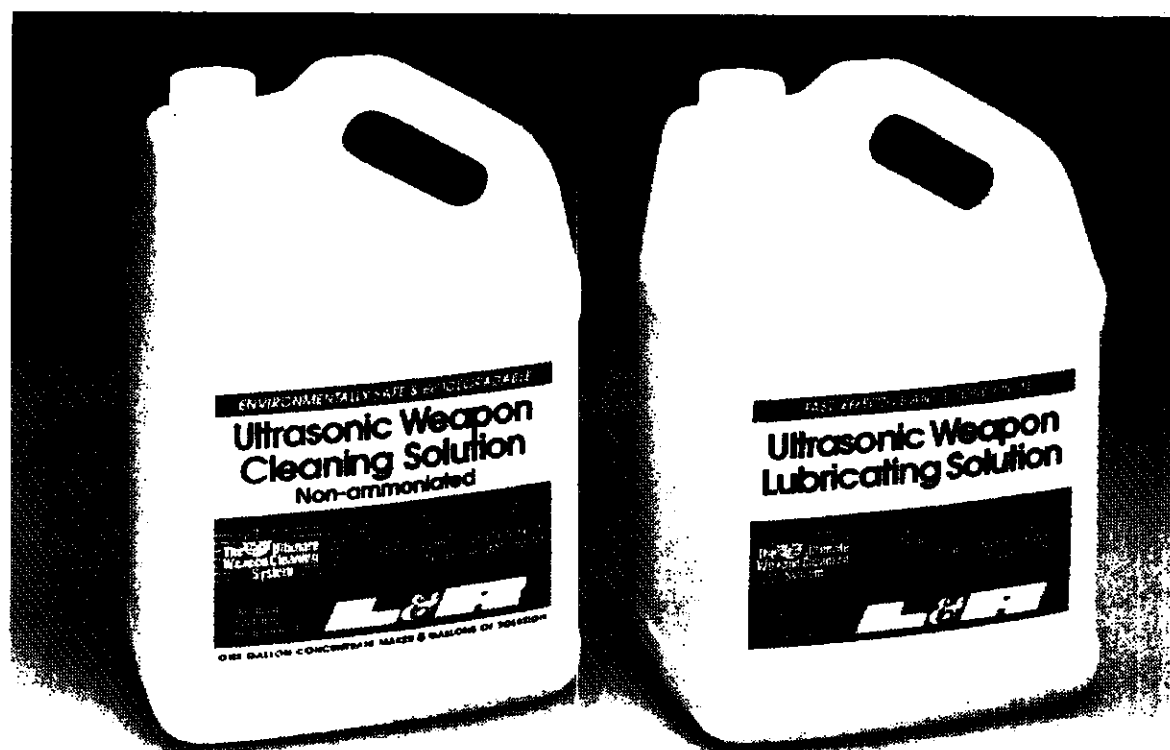
What is ultrasonics?

High-frequency sound waves are used to produce more than 40,000 alternating high and low pressure waves per second. As these waves travel through our specially-formulated cleaning solution, mil-



lions of microscopic vacuum bubbles form and implode. This process, known as cavitation, cre-

ates an action capable of cleaning up to 16 times more effectively than hand cleaning. In minutes, all dirt, crud, light rust, loose lead, powder build-up and copper residue are removed from even the tiniest grooves and interior areas of the weapon being cleaned.



Weapon Cleaning and Lubricating Solutions

- 1. L&R Ultrasonic Weapon Cleaning Solution Concentrate (Non Ammoniated)** contains a powerful surfactant to provide maximum cleaning with very low odor. Usually diluted one part concentrate to seven parts water. Rinse with water and follow with ultrasonic lubrication. *Biodegradable and environmentally friendly.*
- 2. L&R Ultrasonic Weapon Lubricating Solution** contains blended, specialty lubricants in a mild, solvent base. Displaces water left by cleaning solution. Gives weapons a uniform conditioning and lubrication. Restores "factory-like feel."

Model	Description All Units Include Stainless Steel Tank	Input At 117 VAC 60/80 Hz Avg. Watts	Peak Output Watts Freq. KHz	Finish	Shipping Weight In Pounds and Kilograms (Approx.)	Tank Capacity In Quarts and Liters	Tank Internal Dimensions In Inches and Centimeters L x W x D
Q210	Quantrex model. Self-contained unit with timer, pilot light and drain standard.	1.2 Amp. 135 Watts	400 Watts 43 KHz	Black Vinyl	14 6.4	6 5.7	11-3/4 x 6 x 6 29.8 x 15.2 x 15.2
Q255	Quantrex model. Self-contained unit with timer, pilot light and drain standard. Fan cooled.	1.7 Amp. 200 Watts	600 Watts 43 KHz	Black Vinyl	18 8.2	10 9.5	19-3/4 x 5-1/2 x 6 50.2 x 14.0 x 15.2
Q280	Quantrex model. Self-contained unit with timer, pilot light and drain standard. Fan cooled.	1.9 Amp. 225 Watts	720 Watts 43 KHz	Black Vinyl	21 9.5	11 10.4	11-3/4 x 9-3/8 x 6 29.8 x 23.8 x 15.2
Q650	Quantrex model. Self-contained unit with timer, pilot light and drain standard. Fan cooled.	3.5 Amp. 410 Watts	1230 Watts 42 KHz	Black Vinyl	45 20.5	26 24.8	19-3/4 x 11-3/4 x 6-1/2 50.2 x 29.8 x 16.5
LE 30	Ultrasonic tank with bottom-mounted transducers. Power supplied by separate 4002 generator module.	5.1 Amp. 600 Watts	900 Watts 43 KHz	Generator: Black Vinyl	48 w/Generator: 21.8	22 20.8	32 x 6-2/5 x 7 81.3 x 15.9 x 17.8
LE 50	Ultrasonic tank with bottom-mounted transducers. Power supplied by separate 4002 generator module.	8.5 Amp. 1000 Watts	1500 Watts 43 KHz	Generator: Black Vinyl	75 w/Generator: 34.2	36 34.0	52 x 6-2/5 x 7 132 x 15.9 x 17.8
LE 230	Dual LE 30's mounted on stand set at 36" working height. Ideal for side by side cleaning and lubricating.	5.1 Amp. per tank 10.2 Amp. 1200 watts combined	900 Watts per tank 1800 Watts Total @ 43 KHz	Tank & Stand: Stainless Steel Generator: Black Vinyl	116 w/Generator: 53	22 per tank 20.8	32 x 6-2/5 x 7 (each) 81.3 x 15.9 x 17.8
LE250	Dual LE 50's mounted on stand set at 36" working height. Ideal for side by side cleaning and lubricating.	8.5 Amp. per tank 17 Amp. 2000 Watts combined	1500 Watts per tank 3000 Watts Total @ 43 KHz	Tank & Stand: Stainless Steel Generator: Black Vinyl	170 w/Generator: 77.5	36 per tank 34	52 x 6-2/5 x 7 (each) 132 x 15.9 x 17.8



31

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 23, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty SHC Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: **CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))**

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:

Joe Gieselman, Executive Mgr., TNR, 854-9383

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

Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 23, 2008

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

B. Specific Agenda Wording:

RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST FROM AUSTIN KENNEL TO LICENSE THE TRAVIS COUNTY EXPOSITION CENTER. ¹

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.

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Travis County Commissioners Court Agenda Request

Voting Session Tuesday, December 23, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of December 9, 2008**

C. Approved By:


Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING DECEMBER 9, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 9th day of December 2008, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 10:14 AM.

The Commissioners Court reconvened the Voting Session at 12:08 PM.

The Commissioners Court recessed the Voting Session at 12:08 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:40 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM and adjourned at 1:46 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:46 PM and adjourned at 1:47 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation; the Travis County Development Authority; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:47 PM and adjourned at 1:47 PM.

The Commissioners Court reconvened the Voting Session at 1:48 PM.

The Commissioners Court retired to Executive Session at 2:16 PM.

The Commissioners Court reconvened the Voting Session at 4:30 PM.

The Commissioners Court adjourned the Voting Session at 4:37 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17 AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A MARSHALL'S POINT SUBDIVISION (2 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (ACTION ITEM #12) (9:17 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 12 for a summary of the action item.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

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2. RECEIVE COMMENTS REGARDING PROPOSED STREET NAME CHANGES FROM SANDPIPER SPOT TRAIL TO "STANLEY ROBIN LANE" AND SANDPIPER PERCH LANE TO "NESTING MOCKINGBIRD TRAIL" IN PARK AT BLACKHAWK PHASE 6, SECTION 1 SUBDIVISION. (COMMISSIONER ECKHARDT) (ACTION ITEM #13) (9:18 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 13 for a summary of the action item.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

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3. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A SEVEN AND A HALF-FOOT PUBLIC UTILITY EASEMENT LOCATED ALONG REAR LOT LINE OF LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8 SUBDIVISION. (COMMISSIONER DAUGHERTY) (ACTION ITEM #14) (9:19 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 14 for a summary of the action item.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, TNR.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; and Ronnie Gjemre, Travis County Resident. (9:21 AM)

CONSENT ITEMS

Members of the Court heard from: Olie Pope, Director, Veterans' Services, Travis County Health and Human Services (TCHHS).

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve the following Consent Items: C1-C2 and Items 5, 6, 7, 8, 9, 10, 11.A&B, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 26, and 27. (9:48 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF NOVEMBER 25, 2008.

SPECIAL ITEMS

4. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF THE SALE OR USE OF RESTRICTED FIREWORKS IN THE UNINCORPORATED AREA OF TRAVIS COUNTY. (9:28 AM)

Members of the Court heard from: Danny Hobby, Executive Manager, Travis County Emergency Services; Chester Davis, Owner, American Fireworks, and President, Texas Pyrotechnic Association; Don Smith, Chief, Travis County Fire Control, ESD #4; and Hershel Lee, Assistant Fire Marshal.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the proposed order to prohibit the sale and use of the two restricted types of fireworks, skyrockets with sticks and missiles with fins; and I think our wording is broad enough to accept the offer of the industry to begin selling fireworks this year on December 26, 2008, instead of December 20, 2008.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

5. 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 \$681,975.72 FOR THE PERIOD OF NOVEMBER 21 TO NOVEMBER 27, 2008. (9:48 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:48 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

7. APPROVE TERMINATION OF CONTRACT NO. 05T00237OJ, THE CHAIR MAN, FOR FURNITURE CONTRACT. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (9:48 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE CONTRACT AWARD FOR IFB NO. B090053OJ, ARCHITECTURAL WOOD REFINISHING SERVICES, TO THE RESPONSIBLE LOW BIDDER, HARMONY CONSTRUCTION COMPANY. (FACILITIES MANAGEMENT) (9:48 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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9. APPROVE A FIFTY (50) DAY EXTENSION (MODIFICATION NO. 2) TO CONTRACT NO. 07T00133OJ, NATIONWIDE RETIREMENT SOLUTIONS, FOR THE ADMINISTRATION OF THE 457 DEFERRED COMPENSATION PLAN FOR TRAVIS COUNTY EMPLOYEES. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (9:48 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE MODIFICATION NO. 1, ASSIGNMENT OF CONTRACT NO. 08T00236LD FROM ACCENT FOOD SERVICES TO ACCENT FOOD SERVICES, LLC. (FACILITIES MANAGEMENT) (9:48 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE CONTRACT AWARD FOR PAINTING SERVICES, IFB NO. B090036JT, TO THE FOLLOWING LOW, RESPONSIVE BIDDERS: (9:48 AM)

- A. HARMONY CONSTRUCTION COMPANY (PRIMARY CONTRACTOR); AND
- B. GG'S CONSTRUCTION (SECONDARY CONTRACTOR).

Clerk's Note: Items 11.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

12. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17 AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A MARSHALL'S POINT SUBDIVISION (2 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (9:48 AM)

Clerk's Note: Item 12 is the action item for the public hearing on Agenda Item 1.

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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13. RECEIVE COMMENTS REGARDING PROPOSED STREET NAME CHANGES FROM SANDPIPER SPOT TRAIL TO "STANLEY ROBIN LANE" AND SANDPIPER PERCH LANE TO "NESTING MOCKINGBIRD TRAIL" IN PARK AT BLACKHAWK PHASE 6, SECTION 1 SUBDIVISION. (COMMISSIONER ECKHARDT)

Clerk's Note: Item 13 is the action item for the public hearing on Agenda Item 2.

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A SEVEN AND A HALF-FOOT PUBLIC UTILITY EASEMENT LOCATED ALONG REAR LOT LINE OF LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8 SUBDIVISION. (COMMISSIONER DAUGHERTY) (9:48 AM)

Clerk's Note: Item 14 is the action item for the public hearing on Agenda Item 3.

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON CANDIDATE PROJECTS FOR 2009 BUILD CENTRAL TEXAS PROGRAM FROM CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY. (COMMISSIONER ECKHARDT) (9:51 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 15.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

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16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR THE LAKES OF NORTHTOWN, SECTIONS ONE AND TWO; AND A PROPOSED LICENSE AGREEMENT WITH THE LAKES AT NORTHTOWN HOMEOWNERS ASSOCIATION FOR PRIVATE IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY. (9:48 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON THE TRANSPORTATION AND NATURAL RESOURCES ROAD AND BRIDGE FISCAL YEAR 2008-2009 WORKPLAN INCLUDING ROAD MAINTENANCE, PARKS AND FACILITIES PROJECTS. (9:56 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 17.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:48 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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19. CONSIDER AND TAKE APPROPRIATE ACTION ON GRANT CONTRACT WITH THE U.S. DEPARTMENT OF LABOR FOR REIMBURSEMENT TO THE HEALTH AND HUMAN SERVICES AND VETERANS SERVICES DEPARTMENT FOR CLOTHING AND OTHER ITEMS PROVIDED TO HOMELESS VETERANS AT THE STAND DOWN EVENT ON NOVEMBER 15, 2008. (9:48 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

20. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:48 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER ONE TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND THE VILLAGE OF VOLENTE FOR LAW ENFORCEMENT SERVICES. (9:48 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER SEVEN TO THE AGREEMENT FOR TRUANCY COURT PILOT PROJECT BETWEEN TRAVIS COUNTY, TRAVIS COUNTY JUVENILE BOARD AND THE CITY OF AUSTIN. (9:48 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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23. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER SEVEN TO THE AGREEMENT FOR TRUANCY COURT PILOT PROJECT BETWEEN TRAVIS COUNTY, TRAVIS COUNTY JUVENILE BOARD AND AUSTIN INDEPENDENT SCHOOL DISTRICT. (9:48 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE SCOPE OF THE RFP FOR THE NEW FINANCIAL ACCOUNTING SYSTEM, ALSO KNOWN AS THE "BEFIT PROJECT". (9:58 AM)

Clerk's Note: The Court discussed two options:

- 1) Option 1 – Integrated Financial Accounting Enterprise Resource Planning (ERP) Solution – issue a single Request for Proposal (RFP) for an ERP with the common integration point being the General Ledger Mode; and,
- 2) Option 2 – Best of Breed Solution:
 - A) Issue an RFP with requirements for all modules/functions for a core ERP approach and select the vendor; and,
 - B) Once the core financial system is in place, issue a second RFP for the remaining accounting systems; individual departments would then select the appropriate vendors and the systems would all be linked.

Members of the Court heard from: Susan Spataro, Travis County Auditor; Joe Harlow, Chief Technology Officer, Information and Telecommunications Systems (ITS); Linda Moore Smith, Director, Human Resources Management Department (HRMD); and Christine Adair, County Auditor's Office.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we go with Option One for the reasons stated, better and easier integration; more affordability, maintenance-wise, long-term.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

25. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT TO ENHANCE THE EDUCATIONAL AND ECONOMIC OPPORTUNITIES OF AFRICAN-AMERICAN YOUTH. (9:17 AM)

Item 25 postponed until December 16, 2008.

26. CONSIDER AND TAKE APPROPRIATE ACTION TO APPOINT PRECINCT THREE COMMISSIONER ELECT KAREN HUBER TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) EXECUTIVE COMMITTEE AND GENERAL ASSEMBLY EFFECTIVE, JANUARY 1, 2009. (9:48 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that the Court would need Precinct Three Commissioner-Elect Karen Huber to commit to serve at least one quarter of the 2009 appointment; new assignments for the members of the Commissioners Court will be set in January, 2009.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT LINDSEY P. HALE TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD EFFECTIVE IMMEDIATELY THROUGH DECEMBER 2011. (JUDGE BISCOE) (9:48 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that the Court is working to fill the remaining vacancies as soon as possible.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

28. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2}
(10:14 AM) (4:30 PM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 28 to be reposted December 16, 2008.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD.
^{1 AND 2} (10:14 AM) (4:30 PM)

Clerk's Note: Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize Facilities Management to secure an appropriate appraisal, and that the money to pay for the appraisal be taken from the lease budget in the Facilities Management Department.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

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30. CONSIDER AND TAKE APPROPRIATE ACTION ON CLAIM FROM WILLIAM AND LUISA BARLOW REGARDING ALLEGED DAMAGES TO LOT 75, CARDINAL HILLS ESTATES, UNIT 15, MARAVILLA SUBDIVISION. ¹
(10:14 AM) (1:48 PM) (2:16 PM) (4:31 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

31. RECEIVE LEGAL BRIEFING ON TERMS AND CONDITIONS OF CONTRACTS WITH STAR OF TEXAS RODEO. ¹ (10:14 AM) (4:31 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Daugherty that we authorize Staff to continue negotiations, and that we try to close the parts of the negotiations that we think we have resolved; and that we present to the Court next Tuesday, December 16, 2008 appropriate documents for us to execute.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

32. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (10:14 AM) (1:48 PM) (2:16 PM) (4:32 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 32 to be reposted December 16, 2008.

33. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE IMPOSITION OF ADMINISTRATIVE COSTS IN CERTAIN AUSTIN-TRAVIS COUNTY INTERLOCAL AGREEMENTS. ¹ (10:14 AM) (4:32 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we have already asked Staff to notify the Assistant City Manager and the City Manager of the County's position on the documents. It is probably a pretty good idea for the County Judge to contact the City Manager, make sure that we emphasize the importance of taking action before the current extension expires and the fact that, in our view, those documents are in their possession. We are awaiting delivery so we can respond appropriately.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 33 to be reposted on December 16, 2008.

34. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSAL TO ACQUIRE OPEN SPACE PARKLAND ALONG ONION CREEK NEAR STATE HIGHWAY 71 EAST WITH 2005 AUTHORIZED BOND FUNDS, IN PRECINCT FOUR. ^{1 AND 2} (10:14 AM) (1:48 PM) (2:16 PM) (4:33 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Gómez and seconded by Commissioner Davis that we instruct Staff to move forward to the next steps that will lead to a contract, that will come back to the Court next Tuesday, December 16, 2008; and get the owners of the property to execute the document.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

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35. RECEIVE BRIEFING FROM COUNTY REGARDING STATUS OF THE LICENSE AGREEMENT WITH TEXAS DISPOSAL SYSTEMS LANDFILL, INC. (TDS) AND TAKE APPROPRIATE ACTION. (COMMISSIONER DAUGHERTY)
1 (10:14 AM) (1:48 PM) (2:16 PM) (4:34 PM)

Clerk's Note: Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property. (10:14 AM)

Clerk's Note: The Court discussed the need for a sub-committee to be formed to put together a document that describes the Court expectations during negotiations. The sub-committee will consist of:

- 1) Precinct One Commissioner Ron Davis; and,
- 2) Precinct Three Commissioner Gerald Daugherty.

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Daugherty that the sub-committee draft a charge that sets forth our anticipated negotiations with the owner of the property.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 35 will be reposted on December 16, 2008.

ADDED ITEMS

- A1. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING REMEDIES TO CONSIDER FOR PRODUCTS RECEIVED FROM INTEGRIAN, INC. AND TAKE APPROPRIATE ACTION. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (10:14 AM) (1:50 PM)

Clerk's Note: Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: John Hille, Assistant County Attorney.

Item A1 postponed until December 16, 2008.

- A2. RECEIVE BRIEFING FROM STAFF AND TAKE APPROPRIATE ACTION REGARDING ISSUES ASSOCIATED WITH A RECOMMENDATION PENDING BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO DESIGNATE TRAVIS COUNTY AND OTHER AREAS AS NON-ATTAINMENT FOR THE 2008 EIGHT-HOUR OZONE NATIONAL AMBIENT AIR QUALITY STANDARD. (10:14 AM) (1:51 PM)

Clerk's Note: Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: John Hille, Assistant County Attorney; Jon White, Natural Resources Program Manager, TNR; Tom Webber, Environmental Quality Program Manager, TNR; and Adele Noel, Air Quality Project Manager, TNR.

Discussion only. No formal action taken.

Item A2 to be reposted on December 23, 2008.

- A3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ECONOMIC DEVELOPMENT AGREEMENTS WITH THREE COMPANIES IN EASTERN TRAVIS COUNTY. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS) (10:14 AM) (4:36 PM)

Clerk's Note: Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.087, Deliberation Regarding Economic Development Negotiations.

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we appoint the sub-committee that has volunteered: Precinct Two Commissioner Sarah Eckhardt; Precinct Four Commissioner Margaret Gómez; and Precinct One Commissioner Ron Davis. The goal is in two months to try to come up with appropriate criteria for financial incentives, unless we decide not to.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that because the three Commissioners will be on the sub-committee, the meetings will need to be posted and held in a public place.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Daugherty to adjourn the Voting Session. (4:37 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

1

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session Tuesday, December 23, 2008
(Date)

Work Session _____
(Date)

- I. A. Request made by: Gillian Porter
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

Phone: 854-4722

- B. Requested Text: **Approve the Travis County Bee Cave Road District
No. 1 Minutes for the Voting Session of
December 9, 2008.**



- C. Approved By: _____
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – DECEMBER 9, 2008

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 9th day of December, 2008, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:40 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:41 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:40 PM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve the investments in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1. (1:41 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

Agenda Item No. #1

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION.
TRAVIS COUNTY HOUSING FINANCE CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
AGENDA REQUEST

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

I. A. Request made by: Samuel T. Biscoe, President
 Elected Official

B. Requested Text: Consider and take appropriate action on request to approve contract award for annual independent external audit services, RFQ No. Q080199ML, to the sole respondent, Deloitte & Touche.

Approved by: _____
 Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item

_____ Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)


_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

_____ Contract, Agreement, Policy & Procedure

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

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
TRAVIS COUNTY HOUSING FINANCE CORPORATION
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY**

DATE: December 23, 2008
TO: Board of Directors
FROM: Harvey L. Davis, Manager, Travis County Corporations 
SUBJECT: Approve external audit contract with Deloitte & Touche ("D&T").

Summary and Background Information:

The contract is patterned after the contract between Deloitte & Touche and Travis County because the corporations are component units in Travis County's Comprehensive Annual Financial Report.

The contract shall renew on July 1, 2009 upon mutual agreement of D&T and the Corporations.

The fees for the fiscal years are as follows:

September 30, 2008	\$7,825 plus \$140 expenses
September 30, 2009	\$8,427 plus \$140 expenses
September 30, 2010	\$9,057 plus \$140 expenses
September 30, 2011	\$9,732 plus \$140 expenses
September 30, 2012	\$10,457 plus \$140 expenses

The audit fee is allocated among the corporations based on their fund balances at the end of each fiscal year.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Susan Spataro, County Auditor
Barbara Wilson, Assist. County Auditor
Leroy Nellis, Budget Manager
Mary E. Mayes, Assistant Manager

**EXTERNAL AUDITING CONTRACT
BETWEEN DELOITTE & TOUCHE LLP AND
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION,
TRAVIS COUNTY HOUSING FINANCE CORPORATION,
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION,
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION,
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, AND
TRAVIS COUNTY DEVELOPMENT AUTHORITY
FOR FISCAL YEARS 2008-2012**

This Contract is entered into by the following parties:

Capital Health Facilities Development Corporation, a Texas public non-profit corporation incorporated under the TEX. HEALTH & SAFETY CODE ANN., ch. 221, and

Travis County Housing Finance Corporation, a Texas public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394, and

Travis County Health Facilities Development Corporation, a Texas public non-profit corporation incorporated under the TEX. HEALTH & SAFETY CODE ANN., ch. 221, and

Travis County Cultural Education Facilities Finance Corporation, a Texas public non-profit corporation incorporated under the TEX. REV. CIV. STAT. ANN., art. 1528m, and

Capital Industrial Development Corporation, a Texas public non-profit corporation incorporated under the TEX. REV. STAT. ANN., art. 5190.6, and

Travis County Development Authority, a public non-profit corporation incorporated under TEX. TRANS ANN. CODE., ch. 431, subch. D and TEX. LOC. GOV'T CODE ANN., ch. 394, (all six collectively referred to as "the Corporations") and

Deloitte & Touche LLP, a registered limited liability partnership under the laws of the State of Delaware ("Contractor").

RECITALS

The Corporations were established to promote industrial growth, economic development, education, health care, and housing. Through them, eligible applicants are furnished financial assistance through the sale of tax-exempt bonds. These bonds are issued by the Corporations as "conduit or no-commitment debt" for the benefit of private parties without any obligation of the Corporations for repayment. The Corporations have no actual or contingent liability for the debt.

Travis County needs professional services related to external auditing of governmental functions and entities and negotiated a contract with Deloitte & Touche LLP for the external auditing services required by Travis County. The Corporations require external auditing services so that the financial information related to their operations can be included in the blended financial statements prepared by Travis County; therefore, the Corporations have selected Deloitte & Touche LLP to perform the external audit services they require and are relying on the information provided to Travis County by Deloitte & Touche LLP in its Proposed Audit and Staffing Plan for Travis County. Contractor will provide these professional services for Travis County.

The Corporations' Boards of Directors request Contractor to audit their financial statements for inclusion in the combined financial statements of Travis County in conformity with a comprehensive basis of accounting consistent with State law. The Corporations do not require a separate audited report for their financial statements.

AGREEMENT

The parties agree to the terms and conditions stated in this Contract.

1. GENERAL DEFINITIONS

1.1 "Accountant" means the Corporations Administrator or his designee.

1.2 "Annual Audit Services" means the work related to the annual audit of the Corporations which includes the following:

1.2.1 performance of a yearly external audit of the financial statements of the Corporations for inclusion in the combined financial statements of Travis County as described in the engagement letter and in the manner described in Attachment A and Attachment B,

1.2.2 reporting on internal control over financial reporting including investments and on compliance with certain provisions of laws, regulations, contracts, and grant agreements,

1.2.3 compliance with the timelines stated in section 3 of Attachment A, and

1.2.4 performance of the audit in accordance with generally accepted auditing standards and generally accepted government auditing standards, and

1.3 "Additional Services" means the work described in any amendment to this Contract.

1.4 "Contractor" means Deloitte & Touche LLP, a registered limited liability partnership under the laws of the State of Delaware.

1.5 "County" means Travis County, Texas.

1.6 "Engagement Letter" means Attachment C1 for Fiscal Year 2008 and similar documents that may be incorporated into this Contract annually through a written modification signed by both parties.

1.7 "Project Manager" means the Corporations Administrator.

1.8 "Services" means the Annual Audit Services and Additional Services.

1.9 "Other Comprehensive Basis of Accounting" or "OCBOA" means a basis of accounting that complies with the provisions of Statement on Auditing Standards-(SAS) No. 62, *Special Reports*, which state that a comprehensive basis of accounting other than generally accepted accounting principles (OCBOA) is one of the following:

1.9.1 A basis of accounting that the reporting entity uses to comply with the requirements or financial reporting provisions of a governmental regulatory agency to whose jurisdiction the entity is subject;

1.9.2 A basis of accounting that the reporting entity uses or expects to use to file its income tax return for the period covered by the financial statements;

1.9.3 The cash receipts and disbursements basis of accounting, and modifications of the cash basis having substantial support, such as recording depreciation on fixed assets or accruing income taxes;

1.9.4 A definite set of criteria having substantial support that is applied to all material items appearing in financial statements, such as the price-level basis of accounting.

1.10 "State Law" means the statutes and constitution of the State of Texas applicable to the provision of the Services including those authorizing counties to select the basis of accounting that produces financial statements that are fairly presented, and provides a statutory basis of accounting for use when appropriate.

2. CONTRACT PERIOD

2.1. This Contract shall continue in full force for the contract period which commences as of December 23, 2008. The term crosses the Corporations' fiscal year. If the Corporations' Boards of Directors fail to provide funding for this Contract during the adoption of budget for a fiscal year, the Corporations may terminate the Contract as provided in section 17.0.

2.2. This Contract shall renew on July 1, 2009 upon the mutual agreement of the parties, for a contract period of one year unless sooner terminated pursuant to the other termination provisions in this Contract, and this Contract shall renew upon mutual agreement of the parties for terms of one (1) year thereafter for a maximum total contract period of four years unless sooner terminated in accordance with this Contract.

2.3 The Corporations are purchasing audit services related to the Corporations' fiscal year. If this Contract expires, except as otherwise provided herein, its provisions

and conditions continue in full force and effect until the initiated audit services are complete.

3.0 CONTRACTOR GENERAL SERVICES

3.1 During the contract period, Contractor shall perform the Services in compliance with the terms and conditions of this Contract and in accordance with the assurances, certifications, and all other statements made by Contractor in Attachment B and all subsequent proposals for Additional Services which are incorporated into amendments to this Contract to the extent they do not conflict with the Engagement Letter.

The Services shall be governed by professional auditing standards as defined by the Engagement Letter, which shall be a part of this Contract.

3.2 Contractor shall endeavor to maintain accessibility to the Corporations through a continuing physical presence in Travis County either through its own office or the office of its subcontractor so that this physical presence is at least approximately the same size as its current operations in Travis County. In addition, Contractor shall provide access to persons assigned to perform Services through a toll free telephone number or other service that is cost free to the Corporations.

3.3 Upon request of the Corporations, Contractor shall report at regularly scheduled meetings of the Corporations on the status, progress, and general nature of the work performed to that date under this Contract.

3.4 Contractor shall be available to the Corporations' Boards of Directors (or their voted designees), or Accountant at any time during normal business hours for questions with respect to the Corporations' annual audit services being performed under this Contract.

3.5 Contractor shall deliver all Deliverables in both hard copy and computer readable form to the Project Manager. The computer readable form for text must be in Microsoft Word 2003 or more recent release. The computer readable form for other deliverable items, such as charts, must be in Microsoft Excel 2003 or more recent release.

3.6 Contractor must pay all applicable taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

3.7 CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have insurance meeting the General Requirements in sections 3.7.1 through 3.7.5 inclusive. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

3.7.1 General Requirements Applicable to All Contractors' Insurance

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following general insurance requirements applicable to Contractor and subcontractor(s):

3.7.1.1 The minimum types and limits of insurance and associated endorsements that are stated in section 3.7.2 shall be maintained throughout the duration of the Contract. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced.

3.7.1.2 Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

3.7.1.3 Prior to commencing work under this Contract, the required insurance shall be in force.

3.7.1.4 Certificates of Insurance shall be issued by the writing agent or carrier and shall show all deductibles, self-insured retention, and all endorsements shall be identified by Texas Department of Insurance number.

3.7.1.5 Insurance required in sections 3.7.2.2 and 3.7.2.3 shall be considered primary for all claims.

3.7.1.6 Insurance limits in section 3.7.2 may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

3.7.1.7 Contractor shall be responsible for all premiums, deductibles and self-insured retention.

3.7.2 Specific Requirements - Contractor agrees to the following specific insurance requirements applicable to Contractor and subcontractor(s):

3.7.2.1 Workers' Compensation and Employers' Liability Insurance

Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act. Employers' Liability limits are:

- \$250,000 bodily injury each accident
- \$250,000 bodily injury by disease
- \$500,000 policy limit

Policies under section 3.7.2.1 shall apply to State of Texas and include the following endorsements in favor of the Corporations:

- a. Waiver of Subrogation (Form 420304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

3.7.2.2 Commercial General Liability Insurance Minimum limits are:
\$500,000* per occurrence for coverage A and B with a
\$1,000,000 policy aggregate

The Policy under section 3.7.2.2 shall contain or be endorsed as follows:

- a. Blanket contractual liability for this Contract
- b. Independent Contractor Coverage

The Policy under section 3.7.2.2 shall also include the following endorsements in favor of the Corporations:

- a. Waiver of Subrogation (Form CG 2404)
- b. Thirty (30) day Notice of Cancellation (Form CG 0205)

3.7.2.3 Business Automobile Liability Insurance If any form of transportation for the Corporations is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence. Policy shall also include the following endorsements in favor of the Corporations:

- a. Waiver of Subrogation (Form TE 2046A)
- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)

Alternative Automobile Insurance Requirement If NO transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance.

3.7.2.4 Professional Liability Insurance If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3)-year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage of claims made and shall contain both the retroactive date of coverage and the extended reporting period date. Minimum Limits are:

\$1,000,000 per claim,
\$3,000,000 policy aggregate

The policy under section 3.7.2.4 shall include the following endorsements in favor of the Corporations:

- a. Thirty (30) day Notice of Cancellation

3.7.3 The Corporations reserve the right to review insurance requirements during any Contract period and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

3.7.4 The Corporations shall be entitled, upon its request and at its expense, to receive certified copies of policies and endorsements.

3.7.5 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

3.8 Within ten days after execution of this Contract by the Corporations and before beginning work, Contractor must provide certificates of insurance to the Accountant which show that Contractor has insurance in compliance with section 3.7. Contractor must provide replacement certificates of insurance to the Accountant within ten days of each renewal of insurance during the term and renewal term of this Contract in compliance with section 3.7.

3.9 Contractor shall communicate all requests for direction relating to Services to Project Manager. However, Project Manager shall not serve as the agent of the Corporations for any other purpose than conveying factual or statistical information. Contractor may communicate requests for factual or statistical information relating to Services to Project Manager.

3.10 No Services will be performed at the Corporations' locations on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	2008				
New Years Day	Tuesday	.....	Jan	01,	2008
Martin Luther King's Day	Monday	.....	Jan	21,	2008
President's Day Observed.....	Monday	.....	Feb	18,	2008
Memorial Day	Monday	.....	May	26,	2008
Independence Day.....	Friday	.....	Jul	04,	2008
Labor Day	Monday	.....	Sep	01,	2008
Veteran's Day.....	Tuesday	.....	Nov	11,	2008
Thanksgiving Day.....	Thursday	.....	Nov	27,	2008
Friday after Thanksgiving	Friday	.....	Nov	28,	2008
Christmas Season	Thursday	.....	Dec	25,	2008
Christmas Season	Friday	.....	Dec	26,	2008

3.11 Contractor shall provide all Services in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336[S.933] as if the Contractor were a governmental entity. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age, or handicapped condition.

4.0 CONTRACTOR ANNUAL AUDIT SERVICES

4.1 During the contract period, Contractor shall perform the Annual Audit Services as set forth herein.

4.2 Contractor shall perform all Annual Audit Services consistent with applicable professional standards.

4.3 Contractor shall communicate all requests for direction relating to Annual Audit Services to Project Manager. However, Project Manager shall not serve as the agent of the Corporations for any other purpose than conveying factual or statistical information. Contractor may communicate requests for factual or statistical information relating to Annual Audit Services to Project Manager.

4.4 Contractor shall perform the Annual Audit Services in conformity with applicable state and federal law.

4.5 Annual Engagement Letter Services shall be provided annually upon the execution by the parties hereto of the Engagement Letter. The Corporations' Engagement Letter for Fiscal Year ending September 30, 2008 is Attachment C1 of this Contract. Engagement Letters for subsequent fiscal years are anticipated to be similar. Each year Contractor shall provide a copy of the proposed revised engagement letter to the Accountant no later than January 31 of the fiscal year to be audited. If proposed changes in the Engagement Letter are inconsistent with this Contract and a modification is required to enforce them, Contractor shall request those changes pursuant to section 10.

5.0 EXPRESS REPRESENTATIONS, ACKNOWLEDGMENTS AND WARRANTIES

5.1 The parties expressly acknowledge and agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Employees of Contractor and its subcontractors shall not be considered employees of the Corporations or gain any rights against the Corporations pursuant to the Corporations' personnel policies. Employees of the Corporations shall not be considered employees of Contractor or gain any rights against Contractor pursuant to Contractor's personnel policies. It is understood and agreed that neither party is, nor shall be considered to be, an agent, distributor, partner, fiduciary, or representative of the other. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create an obligation on behalf of, or in the name of, the other.

5.2 Contractor warrants that no persons or selling agency, has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this Contract or an inducement for entering into this Contract, excepting bona fide partners, principals, and employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this

warranty, the Corporations shall have the right to terminate this Contract immediately without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.3 Contractor acknowledges that the Corporations are subject to the Texas Public Information Act and the services are for a public governmental purpose and Deliverables are for the information purposes of the Corporations.

5.4 Contractor expressly acknowledges and agrees that the sum stated in section 8.1 is the maximum amounts to be paid by the Corporations to Contractor for the services provided under this Contract unless Contract is amended for Additional Services.

5.5 Contractor represents that Contractor is a duly qualified, capable, and bondable business entity, that Contractor is not in Receivership and does not contemplate going into it, and has not filed for bankruptcy.

5.6 Contractor Indemnification Contractor agrees to indemnify, defend and save harmless the Corporations from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and claims for damages, in each case solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or willful misconduct of Contractor while engaged in the performance of services hereunder; provided, however, that if there also is fault on the part of the Corporations or any entity or individual indemnified hereunder or any entity or individual acting on the Corporations' behalf, the foregoing indemnification shall be on a comparative fault basis.

5.7 Limitation Of Contractor Liability Contractor shall not be liable to the Corporations, whether in tort, contract or otherwise, for any claims, liabilities, expenses, or damages in excess of two times the annual professional fees paid to Contractor. Contractor shall not be liable for lost revenues or any other type of incidental or consequential damages or punitive or exemplary damages. The foregoing limitations shall not apply in the event of recklessness, intentional fraud or willful misconduct of Contractor.

5.8 Contractor Certification Contractor certifies, by entering into this Contract, that neither it nor its principals are on the federal government's list of contractors who are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions with any federal department or agency. If Contractor is placed on the list during the term of this Contract, Contractor shall notify the Accountant. False certification or failure to notify may result in termination of this Contract for default. The Contractor shall include this certification requirement in all subcontracts to this Contract that exceed \$100,000.00.

6.0 RETENTION AND ACCESSIBILITY OF FISCAL RECORDS

6.1 Additional Services Contractor shall maintain and make available during normal business hours, upon prior written notice, electronic records, books, documents, and other information to substantiate the costs and expenses of this Contract billed to and paid by the Corporations for inspection or review by any authorized representative of the Corporations to the extent this detail will properly reflect these costs and expenses as they pertain to Additional Services. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All these required business records shall be maintained for seven (7) years after completion of the audit. These rights to access shall continue as long as the records are retained by Contractor.

6.2 Working Papers In accordance with the requirements of generally accepted government auditing standards, Contractor is required to make all audit-related documents, including auditor's reports, working papers, and management letters, available to a federal agency, the Comptroller General of the United States or other appropriate government audit staffs or granting entities upon their request for their regulatory oversight purposes. If such a request is made, Contractor will inform the Corporations prior to providing such access. The working papers for this engagement are the property of Contractor and constitute Contractor's confidential information. Contractor may request confidential treatment of Contractor information. If Contractor is requested to make photocopies of audit-related documents, Contractor will maintain control over duplication of all information. The Corporations hereby grant Contractor permission to provide access to and to make and permit others to make photocopies of all audit-related documents, including auditor's reports, working papers and management letters, to representatives of the United States Government Accountability Office (GAO) or other appropriate government audit staffs or granting entities. Contractor may require its personnel to supervise the photocopying of audit-related documents and may specify the location at which such documents may be photocopied. All professional and administrative services relating to such access (including photocopying) will be charged as an additional expense to the engagement. The working papers relating to each annual audit will be retained by Contractor for a minimum of seven (7) years from the dates of the reports issued, or such longer period as required to satisfy legal and administrative requirements.

7.0 ELECTRONIC SITES AND PUBLIC INFORMATION ACT

7.1 Inclusion of Reports or References to Contractor in Other Documents or Electronic Sites

7.1.1 If the Corporations intend to publish or otherwise reproduce in any document Contractor's reports on the Corporations' combined financial statements, or otherwise make reference to Contractor in a document that contains other information in addition to the audited combined financial statements (e.g., in a periodic filing with a regulator, in a debt or equity offering circular, or in a private placement memorandum), thereby associating Contractor with such document, the

Corporations agree that their management will make reasonable efforts to provide Contractor with a draft of the document to read at least three business days prior to the Corporations' specified deadline and obtain Contractor's approval of Contractor's report prior to the inclusion or incorporation by reference of Contractor's reports, or the reference to Contractor, in such document before the document is printed and distributed. The inclusion or incorporation by reference of Contractor's reports in any such document would constitute the reissuance of Contractor's reports. The Corporations also agree that their management will notify Contractor and obtain Contractor's approval prior to including Contractor's report on an electronic site. The Contractor's approval shall not be unreasonably withheld. The Contractor recognizes that the Corporations must comply with requests received under the Public Information Act. This section is not intended to place additional restrictions on the Corporations to comply with such requests.

7.1.2 Notwithstanding the foregoing, the Corporations may post their combined financial statements including Contractor's report to an electronic site, provided that

7.1.2.1 the electronic site is controlled by another governmental entity or the Corporations,

7.1.2.2 the posting is for informational purposes only,

7.1.2.3 the posting is not associated to or referenced in a document in electronic form that contains other information in addition to the audited combined financial statements (e.g., a debt or equity offering circular, a private placement memorandum, or other similar offering),

7.1.2.4 the Corporations' complete combined financial statements and related notes for all periods to which Contractor's report relates and Contractor's report thereon are reproduced in their entirety, and

7.1.2.5 the Corporations do not associate Contractor with any other information contained on that electronic site.

7.1.3 Contractor's engagement to perform the services described herein does not constitute its agreement to be associated with any other such documents published or reproduced by or on behalf of the Corporations. Any request by the Corporations to reissue Contractor's report, to consent to its inclusion or incorporation by reference in an offering or other document, or to agree to its inclusion on an electronic site will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any services that would need to be performed in connection with any such request; fees for such services (and their scope) would be subject to the mutual agreement of the Corporations and the Contractor at such time as Contractor is engaged to perform the services and would be described in a written modification to the Contract as set forth in section 8.5.

7.1.4 The Corporations are subject to the Texas Public Information Act, as well as other regulations and statutes which set standards for use and accessibility

of taxpayer purchased property, services, and information. The Corporations make no agreement that might limit public access, or limit the public purpose for which the Services were procured, or that might contravene state or federal law.

7.2 Compliance with Texas Public Information Act.

7.2.1 If Contractor considers information confidential under the Texas Public Information Act, the Corporations agree that it will not disclose this information to any third party without complying with this section. In this section, "Attorney General" means the Attorney General of Texas and "TPIA" means the Texas Public Information Act in TEX. GOV'T CODE ANN. ch. 552, as amended.

7.2.2 To the extent that compliance with any provision of this Contract would result in the Corporations' non-compliance with the TPIA, that portion of this Contract has no force or effect. If the Corporations are requested to disclose information furnished to the Corporations by Contractor under the provisions of the TPIA, the Corporations must notify Contractor in writing of that request within one (1) working day of receipt of that request. It is expressly agreed that the Corporations' officers and employees may request a decision from the Attorney General about the applicability of the TPIA to any information furnished to the Corporations and about whether that information is a public record of public information under the TPIA. Contractor has ten (10) days from the date the Corporations received the request for disclosure to provide any additional information to the Attorney General that should be considered if a request for a decision from the Attorney General is made under the TPIA.

7.2.3 If the Attorney General provides a decision that the item or data must be disclosed, the Corporations must notify Contractor of the decision within one (1) working day of notice of the Corporations' receipt of the Attorney General's decision. Contractor must decide whether to ask the Corporations to seek relief from compliance with the Attorney General's opinion and advise the Corporations of that decision within one (1) working day of notice of the Corporations' receipt of the Attorney General's decision.

7.2.4 If Contractor requests that the Corporations seek relief from compliance with the Attorney General's decision, Contractor must reimburse all reasonable costs incurred by the Corporations in seeking relief from compliance with the Attorney General's decision on a timely basis. It is further acknowledged by Contractor that the Corporations' officers and employees have the right to rely on the Attorney General's decision and that the Corporations' officers and employees have no liability or obligation to Contractor for disclosure of any Confidential Information, or of any other item or data furnished to the Corporations or to any person in reliance on the Attorney General's decision.

8.0 COMPENSATION AND PAYMENT FOR CORPORATIONS' SERVICES

8.1 In this paragraph, "Expenses" means long distance telephone, facsimile, photocopies, and supplies and does not include costs of travel. In consideration of full

performance of Annual Audit Services for the Corporations, the Corporations shall pay Contractor the following total dollar amount for fees and reimburse Contractor in an amount not to exceed the following amount for Expenses for the audit of the fiscal year ending September 30 of that year.

Year	Fee	Expenses
2008	\$ 7,825	\$ 140
2009	\$ 8,427	\$ 140
2010	\$ 9,057	\$ 140
2011	\$ 9,732	\$ 140
2012	\$ 10,457	\$ 140

8.2 Out-of-pocket expenses for items like long distance telephone, facsimile, photocopies, and supplies will be reimbursed at the cost of the expenses.

8.3 The Corporations acknowledge that the Corporations' operations may change from time to time or one of the contingencies in Attachment C1 may occur. The fees in section 8.1 do not include additional review of controls and testing that may result from these changes or contingencies. If Contractor is required to perform additional procedures due to operational changes or these contingencies, either at the request of the Corporations or to fulfill the original scope of the Contract, Contractor shall not be compensated for the additional work unless the work and total compensation applicable to it is stated in a written modification of this Contract approved by the Corporations' Boards of Directors, reviewed by Contractor's Lead Client Service Director and signed by Contractor before additional work is commenced. Any additional work agreed to between the Corporations and Contractor is required to be performed at the rates in the schedule of fees in section 8.5.

8.4 If the Corporations request Contractor to reissue its reports, to consent to their inclusion or incorporation by reference in an offering or other document or to agree to their inclusion on an electronic site, Contractor may request an additional fee if Additional Services would need to be performed in connection with the request. Contractor shall not be compensated for the additional work unless the work and total compensation applicable to it is set forth in a written modification of this Contract approved by the Corporations' Boards of Directors and signed by Contractor before additional work is commenced. Any additional work agreed to between the Corporations and Contractor is required to be performed at the rates in the schedule of fees in section 8.5.

8.5 If the Corporations request that Contractor render any Additional Services, Contractor shall not be compensated for the Additional Services unless the work and total compensation applicable to it is set forth in a written modification to this Contract approved by the Corporations' Boards of Directors and signed by Contractor before additional work is commenced. Any Additional Services agreed to between the Corporations and Contractor must be performed at the rates in the schedule of fees in this paragraph. In consideration of full performance of the Additional Services, the Corporations shall pay Contractor fees at

the following hourly rates for work done in relation to the following fiscal years by staff at the following staffing levels:

Fiscal Year ⇒	2008	2009	2010	2011	2012
⇓ Staffing Level					
Partner	\$ 335	\$ 360	\$ 387	\$ 416	\$ 447
Manager	\$ 280	\$ 301	\$ 324	\$ 348	\$ 374
Senior Staff	\$ 195	\$ 210	\$ 226	\$ 243	\$ 261
Staff	\$ 140	\$ 151	\$ 162	\$ 174	\$ 187

8.6 For Additional Services, reimbursement for out-of-pocket expenses for Contractor's personnel for items like travel, lodging and food and for other expenses will be reimbursed at either the amount of the actual expenses or the rates of reimbursement used by the Corporations for their employees, whichever is lower.

8.7 The Corporations acknowledge that failure to fund additional procedures necessary to fulfill the normal financial statement audit for reasons expressed in section 8.3, may result in the Contractor's inability to issue a report.

8.8 The Corporations shall not be liable for costs incurred or performances rendered by Contractor before or after the contract period.

9.0 INVOICING AND PAYMENT REQUIREMENTS

9.1 Before any contract funds are payable, Contractor shall provide the Corporations with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules and regulations.

9.2 For field work, within 30 days after completion, and for issuance of reports, within 30 days after completion and acceptance of all reports for the fiscal year, Contractor must invoice the Corporations for Annual Audit Services at the amount resulting from multiplying the total fees for the applicable year by the percentage applicable to the level of service completed.

Fiscal Year ⇒	2008	2009	2010	2011	2012
Corporations	\$7,825	\$8,427	\$9,057	\$9,732	\$10,457

Level of Service Completed ⇓	Applicable Percentage Rate ⇓
Interim Field Work (Attachment A, 3.1.1)	20%
End of Final Field Work (Attachment A, 3.1.3)	60%
Issuance of <u>All</u> Reports due	20%

9.3 For reimbursement of any expenses incurred as a result of Annual Audit Services, Contractor shall invoice the Corporations as part of the invoices for Annual Audit Services.

9.4 All invoices shall include at least the following information:

9.4.1 Name, address, and telephone number of Contractor and similar information if payment is to be made to a different address,

9.4.2 identification of items or Services,

9.4.3 quantity or quantities, applicable unit prices, total prices, and total amount, and

9.4.4 any additional payment information which may be called for by the Contract.

9.5 In addition, invoices for Additional Services shall include at least the following information:

9.5.1 the name and payment category of the person performing the Services,

9.5.2 the number of hours worked,

9.5.3 the applicable hourly rate,

9.5.4 the total for each person, and

9.5.5 the total amount due on that invoice.

9.6 In addition, invoices for reimbursement of expenses shall also include at least the following:

9.6.1 a description of the expenses to be reimbursed,

9.6.2 the amount of the expense for each item to be reimbursed, and

9.6.3 the total amount of reimbursement due on that invoice

9.7 For reimbursement of any expenses incurred as a result of Additional Services, invoices shall also include at least the following:

9.7.1 the name of the person incurring the expense,

9.7.2 the reason for the expense,

9.7.3 a description of the expenses to be reimbursed,

9.7.4 the amount of the expense for each item to be reimbursed,

9.7.5 the total for each person, and

9.7.6 the total amount of reimbursement due on that invoice.

9.8 If the Corporations request them, Contractor shall provide copies of receipts or supporting documentation for all expenses to be reimbursed.

9.9 Contractor shall submit invoices for Services to the following address:

Travis County Corporations
Corporations Project Manager
P.O. Box 1748
Austin, Texas 78767

9.10 Contractor shall also provide a copy of the invoice to the President of the Corporations' Boards of Directors at the address in section 9.9.

9.11 The Corporations shall pay invoices upon satisfactory delivery and acceptance of Services and submission of an invoice in compliance with this section.

9.12 The Corporations must pay Contractor these amounts, in compliance with the Texas Prompt Payment Act and any invoice that is not paid within thirty (30) days of receipt bears interest in compliance with the Prompt Payment Act, TEX. GOV'T CODE ANN. ch. 2251. Without limiting its rights or remedies, Contractor may halt or terminate its services entirely if payment is not received within 30 days of the Corporations' date of receipt of the properly documented invoice.

9.13 Invoices must include all information required in sections 9.3 through 9.7 as applicable and be mailed to the address in section 9.9. For compliance with the Prompt Payment Act, time does not begin unless or until all invoicing instructions in sections 9.3 through 9.7 as applicable have been complied with or proper delivery or performance has been made satisfactorily, whichever is later. The Corporations have 21 days in which to notify Contractor of an erroneous invoice for services. If no Contractor error is found, time begins on the original date Service was performed, or the day after a complying invoice was received, whichever is later. Payment is deemed to have been made on the postmark date on the payment or the date of electronic transmission.

10.0 CHANGES

10.1. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written modification signed by the parties. Provided however that the Corporations' Boards of Directors may at any time, by written document, make changes within the scope of this Contract to any aspect of Contract to correct errors of a general administrative nature, the correction of which does not affect the scope of the Contract and does not result in expense to the Contractor if the Corporations' Boards of Directors notifies the Contractor of the change in writing.

10.2 It is acknowledged by Contractor that no officer, agent, employee or representative of the Corporations has any authority to change the scope of this Contract or any attachments to it unless expressly granted that specific authority by the Corporations.

10.3 If Contractor determines that any change under section 10.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, Contractor shall notify the Accountant and the Accountant shall rescind the change if the Corporations do not make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the Contract in writing signed by both parties.

10.4 Contractor shall submit all other requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the Accountant. The Accountant shall present Contractor's requests to the Corporations' Boards of Directors for consideration.

11.0 CHANGE OF NAME AGREEMENTS

11.1 The Contractor is responsible for the performance of this Contract. In the event a change of name is required pursuant to action initiated by the Contractor, the Accountant shall be notified promptly. No change in the obligation of the Contractor will be recognized until such change is approved by the Corporations. Contract will then be modified to reflect the change.

12.0 SUBCONTRACTING AND ASSIGNMENT

12.1 Contractor shall not subcontract for or assign any of its professional responsibilities under this Contract or allow access to the computers of Contracting Entities to any entity that is not domiciled and resident in the United States of America. Contractor may only subcontract and assign clerical support activities related to Contractor's duties and responsibilities under this Contract to an entity that is not domiciled and resident in the United States of America.

12.2 A party may not assign, transfer, or delegate any of its rights or obligations relating to this contract (including, without limitation, interests or claims relating to this contract) without the prior written consent of the other parties. Except as limited by section 12.1, the Corporations hereby consent to Contractor subcontracting a portion of its services under this engagement to any affiliate, whether located within or outside of the United States. Only Contractor may invoice professional services performed hereunder by any of Contractor's affiliates or related entities and these may be invoiced as professional fees. Only Contractor may invoice any related expenses and these may be invoiced as expenses.

13.0 MONITORING

13.1 The Corporations reserve the right to request periodic monitoring of Contractor's compliance with the terms of this Contract and timeliness of Contractor's performance under this Contract. The Corporations shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

14.0 DISPUTES AND APPEALS

14.1 The Accountant acts as the Corporations' representative in the administration of this Contract. Only documents issued by or to the Accountant are valid notices and changes under this Contract. If the Contractor does not agree with a

document issued by the Accountant, the Contractor must submit a written notice to the Accountant within ten calendar days after receipt of it stating the points of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction in this informal manner, Contractor may notify the Corporations, through the Accountant within ten calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by the Corporations' Boards of Directors. If Contractor is still not satisfied, it may pursue the matter pursuant to section 15 Dispute Resolution.

15.0 DISPUTE RESOLUTION

15.1 Extent of Applicability. Sections 15.1 through 15.6 set forth the dispute resolution process and procedures applicable to the resolution of Disputes and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise. To the extent authorized by the laws of the State of Texas, any controversy or claim between the parties arising out of or relating to this engagement or the Contract, (a "Dispute"), shall be resolved by mediation or binding arbitration in accordance with Section 15.

15.2 Mediation. Subject to the Texas Open Meetings Act, all disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable Texas counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a neutral mediator.

15.3 Commencement and Place of Arbitration. If a Dispute has not been resolved within 150 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in Austin, Texas. The arbitration shall be solely between the parties and shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by sections 15.1 through 15.6 (the "Rules").

15.4 Arbitration Procedures. The arbitration shall be conducted before a panel of three arbitrators. Each of the Corporations and Contractor shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the Contract and to abide by the terms of Section 15. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of Texas, including those related to governmental immunities and limitations on damages for Counties, (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators shall have no power to award damages inconsistent with the terms of this Contract, including, without limitation, the

limitation of liability, release, and indemnification provisions contained in this Contract or to award punitive, exemplary or other damages that are not based on a party's actual damages (and the parties expressly waive their right to receive such damages). The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

15.5 Confidentiality. Subject to the Texas Open Meetings Act, all aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules or any disclosure required by the Texas Open Meetings Act, even if not permitted by the Rules, a party shall give written notice to all other parties and afford such parties a reasonable opportunity to protect their interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

15.6 Costs. Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

16.0 SURVIVAL OF TERMS AND CONDITIONS

16.1 The agreements and undertakings of the Corporations and the Corporations' Boards of Directors contained in this Contract will survive the completion or termination of this engagement. The agreements and undertakings of the Contractor, its affiliates and related entities contained in this Contract will survive the completion or termination of this engagement. This includes the provisions of sections 5.6 Contractor Indemnification, and 6.0 Retention and Accessibility of Fiscal Records.

17.0 TERMINATION OF CONTRACT

17.1 Each of the parties may, at any time and for any reason, terminate this engagement immediately upon written notice to the other party. In such case, the Corporations shall compensate Contractor under this Contract for services provided in accordance with the terms of this Contract and expenses incurred up to and including the effective date of termination.

18.0 FORCE MAJEURE

18.1 No party hereto shall be deemed to be in breach of this Contract as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

19.0 NON-WAIVER OF DEFAULT

19.1 No payment, act or omission by the Corporations may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

19.2 All rights of the Corporations under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to the Corporations under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

19.3 No payment, act or omission by Contractor may constitute or be construed as a waiver of any breach or default of the Corporations which then exists or may subsequently exist.

19.4 All rights of Contractor under this Contract are specifically reserved and any payments, act or omission shall not impair or prejudice any remedy or right to Contractor under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20.0 GRATUITIES

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

21.0 ENTIRE AGREEMENT AND COORDINATION OF PARTS

21.1 The following attachments are hereby made a part of this Contract:

21.1.1 Attachment A Specific Requirements,

21.1.2 Attachment B, Proposed Audit and Staffing Plan for Travis County,

21.1.3 Attachment C1, The Corporations' Engagement Letter Fiscal Year 2008 including the following appendices:

21.1.3.1 Appendix A Description of an Audit Under Generally Accepted Auditing Standards, Generally Accepted Government Auditing Standards, OMB Circular A-133, and the State of Texas Uniform Grants Management Standards,

21.1.3.2 Appendix B Management's Responsibilities,

21.1.3.3 Appendix C Other Communications Arising From the Audit

21.1.3.4 Appendix D Circumstances Affecting Timing and Fee Estimate, and

21.1.3.5 Appendix E List of D&T Subsidiaries and Affiliates, and
21.1.4 Attachment D, Description of Travis County Government.

21.2 If there is a conflict between the terms of this document and the Attachments to it, section 3 of Attachment A overrides all other statements that relate to required completion dates. In relation to all matters unrelated to required completion dates:

21.2.1 The terms of this document override all Attachments; and

21.2.2 Attachment A overrides Attachment B.

21.2.3 Attachment C1 overrides Attachment B.

22.0 NOTICES

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

22.2 The address of the Corporations for all purposes except invoicing under this Contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)
Corporations President
P.O. Box 1748
Austin, Texas 78767-1748

22.3. The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Julia Petty, Director
Deloitte & Touche LLP
1111 Bagby, Suite 4500
Houston, Texas 77002

22.4. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

23.0 INTERPRETATION OF CONTRACT

23.1. Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this Contract are performable in Travis

County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.

23.2. Severability. If any portion or portions of this Contract, including its attachments, are determined or ruled invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding and such invalid or unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein and therein.

23.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

23.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or Central Daylight Saving Time as applicable in Austin, Texas at that time of year.

23.5 Gender and Number. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

DELOITTE & TOUCHE LLP

**TRAVIS COUNTY HOUSING FINANCE
CORPORATION**

By : _____
Julia Petty
Director, Its Duly Authorized
Signatory

By: _____
Samuel T. Biscoe
President

Date: _____

Date: _____

County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.

23.2. Severability. If any portion or portions of this Contract, including its attachments, are determined or ruled invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding and such invalid or unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein and therein.

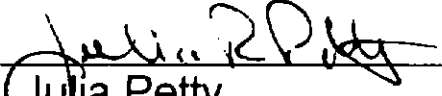
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23.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or Central Daylight Saving Time as applicable in Austin, Texas at that time of year.

23.5 Gender and Number. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

DELOITTE & TOUCHE LLP

**TRAVIS COUNTY HOUSING FINANCE
CORPORATION**

By : 
Julia Petty
Director, Its Duly Authorized
Signatory

By: _____
Samuel T. Biscoe
President

Date: 12-11-08

Date: _____

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TRAVIS COUNTY
AUDITORS OFFICE

21.1.3.3 Appendix C Other Communications Arising From the Audit

21.1.3.4 Appendix D Circumstances Affecting Timing and Fee Estimate, and

21.1.3.5 Appendix E List of D&T Subsidiaries and Affiliates, and
21.1.4 Attachment D, Description of Travis County Government.

21.2 If there is a conflict between the terms of this document and the Attachments to it, section 3 of Attachment A overrides all other statements that relate to required completion dates. In relation to all matters unrelated to required completion dates:

21.2.1 The terms of this document override all Attachments; and

21.2.2 Attachment A overrides Attachment B.

21.2.3 Attachment C1 overrides Attachment B.

22.0 NOTICES

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

22.2 The address of the Corporations for all purposes except invoicing under this Contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)
Corporations President
P.O. Box 1748
Austin, Texas 78767-1748

22.3. The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Julia Petty, Director
Deloitte & Touche LLP
1111 Bagby, Suite 4500
Houston, Texas 77002

22.4. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

23.0 INTERPRETATION OF CONTRACT

23.1. Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this Contract are performable in Travis

**CAPITAL HEALTH FACILITIES
DEVELOPMENT CORPORATION**

By : _____
Samuel T. Biscoe
President

Date: _____

**TRAVIS COUNTY HEALTH FACILITIES
DEVELOPMENT CORPORATION**

By: _____
Samuel T. Biscoe
President

Date: _____

**CAPITAL INDUSTRIAL DEVELOPMENT
CORPORATION**

By : _____
Samuel T. Biscoe
President

Date: _____

**TRAVIS COUNTY DEVELOPMENT
AUTHORITY**

By: _____
Samuel T. Biscoe
President

Date: _____

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

By : _____
Samuel T. Biscoe
President

Date: _____

ATTACHMENT A

SPECIFIC REQUIREMENTS