

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: January 6, 2009

Work Session: _____

(Sign) _____

Joseph B. Gieselman

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

- B. Requested Text:
- A. Consider and Take Appropriate Action to Utilize FY08 Pre-Encumbered Funds for the Replacement of Two Compactor Rollers
 - B. Consider And Take Appropriate Action On The Use Of The Local Initiative Project Contract To Pay For 50% Of The Cost For The Compactor Rollers.

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

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

B. Please list all the agencies or officials names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:
TNR: Jon White, Thomas Weber, Adele Noel, Don Ward, Mike Joyce

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 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

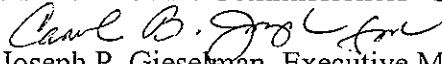
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

December 10, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: 
Joseph P. Gieselman, Executive Manager TNR

SUBJECT: A. Consider and Take Appropriate Action to Utilize FY08 Pre-Encumbered Funds for the Replacement of Two Compactor Rollers
B. Consider And Take Appropriate Action On The Use Of The Local Initiative Project Contract To Pay For 50% Of The Cost For The Compactor Rollers.

Summary and Staff Recommendations:

TNR Fleet Services is requesting approval to utilize FY08 pre-encumbered funds to purchase two new compactor rollers to replace two older, inefficient compactor rollers. The compactor rollers are necessary in order to complete various county projects. It is anticipated that each roller will be used for approximately 600-700 hours annually.

The compactor rollers will be paid for using a combination of pre-encumbered roll over funds from the FY08 TNR Road Maintenance budget and the Local Initiative Projects (LIP) contract with TCEQ. The LIP contract provides funds to Travis County in the same amount that a county dedicates to an eligible project that improves air quality (i.e. a 50% match). A 1992 Caterpillar CB-214B will be replaced with a new 2008 Caterpillar CS-433E Compactor. A 1995 Champion 660 will be replaced with a new 2008 Caterpillar CB-24 Compactor. These new compactors will emit fewer emissions of nitrogen oxides, articulate matter, carbon monoxide and hydrocarbons than the older equipment.

Transitioning public fleets to cleaner diesel equipment is critical in the effort to remain in attainment of federal air quality standards.

Staff recommends approval.

Budgetary and Fiscal Impact:

The total cost of the equipment is \$160,000. The county's cost for this equipment will be \$80,000 paid from pre-encumbered FY 2008 funds resulting from budget savings. The LIP grant will fund the remaining half of the cost. TNR is requesting that these funds be used to purchase this equipment.

Background:

The LIP program is an enhancement to the Low Income Vehicle Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program (LIRAP). In August 2005, the Commissioners Court committed to administer the LIRAP as part of the Early Action Compact Agreement. The TCEQ provides grant funds for repairs or replacement to Travis County to assist qualifying individuals who own vehicles that are registered in the county and fail a mandatory emissions inspection or if the vehicle is over 10 years old.

In 2007, the 80th Texas Legislature passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 and Section 282.220 titled Use of Funding for Local Initiative Projects. This section authorizes the spending of accumulated funds on clean air projects proposed by counties that participate in LIRAP.

On May 6th, 2008, Travis County agreed to sign the Inter-Governmental Cooperative Reimbursement Agreement Between the TCEQ and Travis County for the LIP. As a result, TCEQ will provide funds to Travis County in the same amount that the county, or other entity matches. All or part of the match may be an in-kind contribution of services or tangible property.

The purchase of two new compactor rollers will enable the completion of projects more efficiently than if the older compactor rollers were used.

Issues and Opportunities:

Travis County has agreed to partner with other regional entities in efforts to remain in attainment of federal air quality standards through voluntary measures that contribute to ozone production. This project supports Travis County in this effort by replacing polluting equipment with newer, more efficient equipment that does not emit as much harmful emissions.

cc: Jon White, NR/EQ Division Director
Don Ward, R&B/Fleet Division Director
Mike Joyce, Fleet Manager
Tom Weber, Environmental Program Manager
Adele Noel, Environmental Project Manager
Jessica Rio, Planning & Budget Office

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

January 6, 2009

**FY 2008/2009 Local Initiative Projects
Project Summary**

County Certification

Travis County makes the following certifications regarding the projects included with the accompanying Project Summaries:

1. The projects were selected in accordance with the procedures set forth in the grant agreement with Texas Commission on Environmental Quality (TCEQ):
2. The project proposals have been fully evaluated and determined to fit within the minimum criteria and standards established by TCEQ for this program, as well as more specific standards established for the project categories by the County;
3. The project proposals are consistent with and directly support implementation of the Texas Health and Safety Code, 382.220; and
4. The governing body of Travis County officially approved the selection of these projects on January 6, 2009.

Samuel T. Biscoe
County Judge

Date

**FY 2008/2009 Local Initiative Projects
Project Summary Form**

New Revised

County: Travis County	Fiscal Year: 2009
Date: November 18, 2008	Revision Date:
Contact Person and Phone Number: Adele Noel, 512/854-7211	

Brief Project Title: Clean Vehicle Fleet	Total Grant Funding: \$80,000
Counties to be Served: Travis County	Matching/In-Kind Services: \$80,000
Project Dates: Start Date: Date Notice to Proceed Issued End Date: August 31, 2009	If contracting with another entity, list name and contact person:

BUDGET CATEGORY	FUNDING AMOUNT	MATCHING/SOURCE
Personnel / Salaries <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
Fringe Benefits	N/A	N/A
Travel <i>List & itemize travel expenditures</i>	N/A	N/A
Supplies <i>List & itemize detailed travel expenditures</i>	N/A	N/A
Equipment <i>List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$80,000	\$80,000
Construction <i>List & itemize construction expenditures</i>	N/A	N/A
Contractual <i>List & itemize contractual expenditures (other than construction)</i>	N/A	N/A

Other <i>List & itemize other expenditures</i>	N/A	N/A
Indirect Charges	N/A	N/A
TOTAL FUNDING	\$80,000	\$80,000

In-Kind Match:

N/A

Project Description:

Travis County will replace two older heavy duty vehicles, compactor rollers, with two more efficient, cleaner burning compact rollers. The compactor rollers that Travis County would like to replace are older, inefficient equipment that will be replaced with vehicles that create less pollution.

Travis County will benefit from this program by improving air quality by using lower pollution emitting vehicles. A 1992 Caterpillar CB-214B will be replaced with a new 2008 Caterpillar CS-433E Compactor and will result in a 40% NOx reduction over 10 years. A 1995 Champion 660 will be replaced with a new 2008 Caterpillar CB-24 Compactor and will result in a 26% NOx reduction over 10 years. Moreover, both of these newer compactors will also emit fewer emissions of particulate matter, carbon monoxide and hydrocarbons than the older equipment.

This project is a good use of funds because transitioning public fleets to cleaner diesel equipment is critical in the effort to improve air quality.

All vehicles replaced using these funds, will be taken out of commission and rendered unusable. See below for the make, model, and VIN number for all vehicles scheduled for replacement:

VIN	YEAR	MODEL	MAKE	TC ID #
6LF00577	1992	CB-214B	Caterpillar	TNR2725
X100529X	1995	660	Caterpillar	TNR2737

Authorized Signature:

Date:



Travis County Commissioners Court Agenda Request

Voting Session 1/6/2009

Work Session _____

Carol B. Gieselman

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

B. Requested Text: **Consider and take appropriate action on the request for a variance to install the supply line to the septic drain field closer than five feet to the house foundation at 8502 El Rey Blvd.**

C. Approved by: _____
Karen Huber, Commissioner Precinct 3

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

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

Anna Bowlin, TNR, 854-9383

Chris Gilmore, Cty Attny 854-9415

Jim Fulton, TNR, 854-9383

Sarah Calvert, R.S., OSSF designer 288-6738

Stacey Scheffel, TNR 854-9383 *SS*

Ronald & Jaime Anderson, property owners, 828-7412

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

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

___ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 2008 10:29 AM



TRANSPORTATION AND NATURAL RESOURCES

ONSITE WASTEWATER PROGRAM

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

MEMORANDUM

DATE: December 23, 2008

TO: Member of the Commissioners' Court

Carol B. Gieselman
THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director Development Services

SUBJECT: Septic variance to install the watertight supply line to the septic drain field closer than five feet to the house foundation at 8502 El Rey Blvd.

Proposed Motions Consider and take appropriate action on the request for a variance to install the supply line to the septic drain field closer than five feet to the house foundation at 8502 El Rey Blvd.

Summary and Staff Recommendations: The existing home located at 8502 El Rey Blvd has a collapsed fiberglass septic tank. In order to comply with current standards, the owners of the property must replace the entire system. According to 30 TAC Chapter 285.91 Table X, Minimum Required Separation Distances for On-Site Sewage Facilities, the setback from a sewer pipe with watertight joints to a house foundation is five feet. The designer of the new system is requesting to install the watertight supply line to the drain field four and one half feet from the house foundation in order to utilize the back yard as drain field area. It is possible to route the supply line around the other side of the house to the back yard. However, the existing locations of the driveway, potable water supply to the house and several large oak trees make this option more of a potential threat to public health and safety. The line would be sleeved to mitigate any potential adverse effects on the house foundation. All other aspect of the system will meet current standards. The property owner has agreed to indemnify and release the County from any liability that may result from the issuance of the variance. Staff recommends granting the variance to the set back requirement because in this case, strict compliance to set backs poses more of a threat to public health and safety.

Budgetary and Fiscal Impact: None

Required Authorization: None.

Exhibits: Letter from Ms. Sarah Calvert, R.S. requesting the variance
Location map
Site Plan

.JPG:ab:jf/ss

cc: Stacey Scheffel, TNR
Sarah Calvert, R.S., OSSF Designer
Chris Gilmore, Assistant City Attorney
Ronald & Jaime Anderson, Property Owners

Xc: 8502 El Rey Blvd.

Septex

Sarah E. Calvert, R. S.

8702 El Rey Blvd. ~ Austin, Texas 78737
Phone 288-6738 ~ Email info@septex.net ~ Fax 301-6958

December 11, 2008

Jim Fulton
Travis County TNR
OSSF Program
411 W. 13th Street
Austin, TX 78701

Re: Replacement OSSF at 8502 El Rey Blvd.
Lot 99, Granada Hills amended
Owner: Ronald & Jamie Anderson

Dear Mr. Fulton:

Thank you for your letter dated December 08, 2008.

I have an additional option to propose for routing the supply line without going across the driveway and destroying the trees. There is 9.6 feet between the house foundation and the property line. The supply line can be routed through the end of the retaining wall and parallel the wall on the inside. This would allow the line to be 5' from the adjacent property line. The supply line would then be approximately 4.5' from the foundation. The supply line will be sleeved in a larger diameter Sch 40 PVC pipe which will provide greater protection to the foundation and still allow 5' from the adjacent property line. Once we are 5' from the foundation the supply line will continue a normal route to the drainfield area. The total encroachment on the 5' setback distance to the foundation would be only 0.5'.

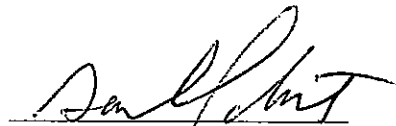
I certify the supply line will not affect the foundation and nor the foundation will impact the supply line. I have met with the owners and they are aware of the planned location and any potential impact the line may have on the foundation. They acknowledge this by signing below.

This variance will permit the system to be installed with greater protection to the environment, allow the property line setback, and prevent the water line crossing which is potentially hazardous to public health.

I have submitted a revised drawing showing the planned route and sleeve for the line.

Your prompt consideration of this matter and approval of this request is greatly appreciated and anxiously awaited.

Sincerely,



Sarah Calvert, R. S.
R. S. #2836
Site Evaluator # OS0012274



Jamie Anderson, Owner



Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

★ 8502 El Rey Blvd
Austin, TX 78737-1323

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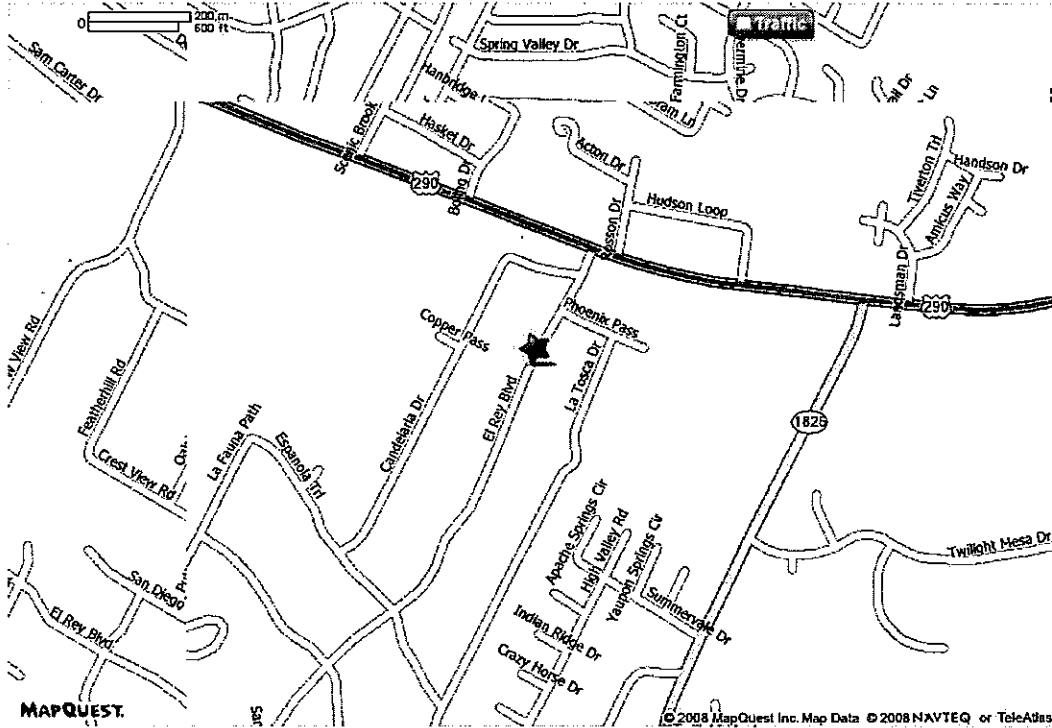
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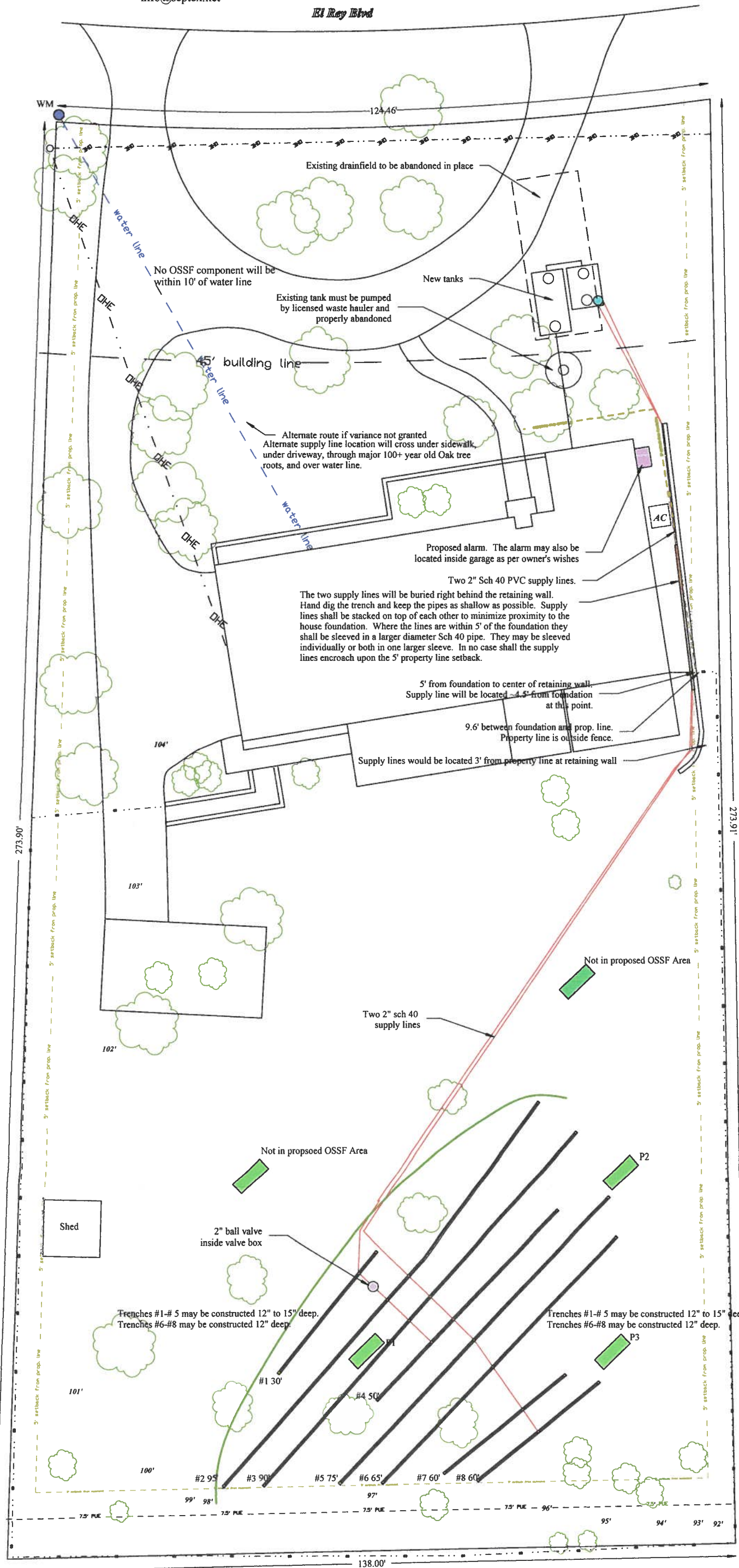
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Septex
 Sarah Calvert, R. S.
 8702 El Rey Blvd.
 Austin, Texas 78737
 (512) 288-6738 Phone
 (512) 301-6958 Fax
 info@septex.net

Site Plan for Anderson Residence
 8502 El Rey Blvd
 Lot 99, Granada Hills Amended
 Date: November 12, 2008
 Scale: 1" = 20'
 Revised: December 11, 2008



- The following setbacks must be met:
- Tanks:
 - 5' minimum from: Foundations, Structures, Property Lines, Easements
 - 10' minimum from: any water line or sprinkler component
 - 50' minimum from: Water well, EARZ recharge features
 - 50' minimum from: Creeks, lakes, streams, bodies of water
 - Drainfields:
 - 5' minimum from: Foundations, structures, property Lines, easements, pools
 - 10' minimum from: any water line or sprinkler component
 - 25' minimum from: Slope breaks, rock outcrops, or areas where seeps may occur
 - For Drip:
 - 5' from property line, 0' from easement or foundation, 10' water line
 - For Spray:
 - 0' from easement or foundation
 - 25' from swimming pools, 10', 20', 25', or 50' from property line (jurisdictionally specific)
 - 100' minimum from: Water wells (unless in EARZ)
 - 150' minimum from: Public water wells, any water well within EARZ, any recharge feature in EARZ
 - 75' minimum from: Creeks, lakes, streams, bodies of water

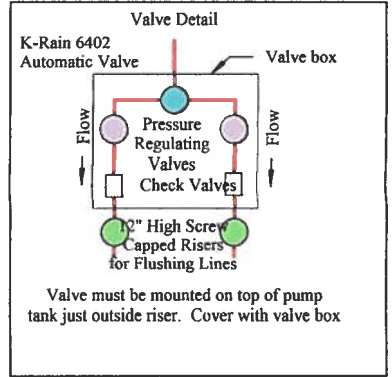
- 1250g 2/C & 750g S/C pump tanks
- Major Tree
- Power Pole
- 3" OR 4" Sch 40 sewer & 2-way cleanout
- Switch Valve (see detail)
- 6" min. Screw-capped turn-ups
- Temporary 24" pressure adjusting riser
- Fitting for manifold to distribution line
- Ball valves for pressure regulation
- 12' risers with screw caps

- 2" Sch 40 Supply line
- 5' Foundation and property line setback
- Proposed water line (by others)
- Natural drainage channel boundary
- Berm
- Profile excavation
- Proposed alarm location

Use Barnes SE 411 0.4 hp effluent pump

Trenches are shown 6" wide on 5' minimum spacing. Separation between sidewalk may vary from 3' minimum or as needed for construction. Trenches vary in length.

Trenches #1-# 5 may be constructed 12" to 15" deep. Trenches #6-#8 may be constructed 12" deep.



STATE OF TEXAS
 SARAH CALVERT #2836
 REGISTERED SANITARIAN

Travis County Commissioners Court Agenda Request

Voting Session January 6, 2009

Work Session

I. A. Request made by: _____ Phone # 854-9434
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:
Consider and take appropriate action on a request to approve a Slaughter Lane East Extension Project Interlocal Cooperation Agreement with the City of Austin, in Precinct 4

C. Approved by: Commissioner Margaret Gomez, Precinct 4

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

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

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- X Transfer of existing funds within or between any budget line item
- ____ Grant
- Human Resources Department (473-9165):
- ____ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- X Contract, Agreement, Policy & Procedure

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08 DEC 30 PM 2: 22

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TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT


JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

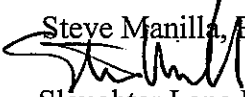
411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

December 22, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager 

FROM:  Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Slaughter Lane East Interlocal Cooperation Agreement

Proposed Motion:

Consider and take appropriate action on a request to approve a City of Austin and Travis County Slaughter Lane East Extension Project, Interlocal Cooperation Agreement, in Precinct 4

Summary and Staff Recommendations:

The City of Austin has requested Travis County to expedite the acquisition of right-of-way for the County's Slaughter Lane East capital improvement project. The City desires to use the County's right-of-way for the extension of a large water main that must be completed quickly in order to meet annexation commitments. To facilitate the acquisition process the City will cost share and provide right-of-way services at its cost. Agreeing to this interlocal with the City will reduce the County's right-of-way costs, complete the acquisition of all right-of-way for the County project, and minimize staff resources that would otherwise be assigned the task of acquiring the right-of-way.

TNR recommends approval of the City of Austin Slaughter Lane Interlocal Cooperative Agreement.

Budgetary and Fiscal Impacts:

The 2005 Bond program and a Participation Agreement with Goodnight Properties will provide engineering and construction funds for approximately 5400' of the 12,400' long project to extend Slaughter Lane from Old Lockhart Highway to Thaxton Road. The design is nearly complete for the first of five phases to be constructed by the Developer. The County has also entered into Professional Services Agreements (PSAs) with two consulting firms to complete the design and construction documents for the remaining 7000', including a bridge over Marble Creek. There remains approximately \$800,000 of 2005 bond funds for the Slaughter Lane project which will be

transferred to the City under the terms of this agreement. These funds are located in accounts 508-4931-808-8164 (\$160,000) and 512-4931-808-8164 (\$640,000) under requisition number 459798. TNR had planned to use these funds to acquire as much right-of-way as possible for the non-public/private segment. Funds required to complete right-of-way acquisitions and construction would then have been requested in the next County bond referendum. With the City committing to provide additional funding to complete all right-of-way acquisitions TNR anticipates the project will compete well for future funding because of its "bid-ready" state.

Last February the City of Austin approached the County to advise us that they desired to utilize the right-of-way for the County's Slaughter Lane project to construct a water main. When informed that the right-of-way outside the control of Goodnight Properties has been determined (approximately 25 acres from six property owners), but not yet acquired, the City offered to cost-share and to facilitate the acquisitions in order to meet their construction schedule. As such, the Interlocal Agreement has been structured as follows:

The Parties will contribute a total of \$1,984,000.00 based on the following amounts of presently available funding:

- The County will contribute County CIP bond funding in the amount of \$800,000.00.
- The County will return \$384,000.00 to the City, which is the remaining balance of City funds held by the County on a completed City-County interlocal construction project for improvements to Scofield Ridge Parkway in Precinct 1 in fund 475.
- The City will contribute the additional amount of \$800,000.00.

The County will deliver the \$1,184,000.00 in available funding to the City within thirty (30) days of the execution of this Agreement. The City will expend the \$384,000.00 portion of the City funds for Roadway Project right-of-way prior to spending County funds for Roadway Project right-of-way. The funds will be expended for Roadway Project and Waterline Project right-of-way and easement acquisition, including condemnation, and all costs associated with parcel acquisitions, up to the total amount of \$1,984,000.00. The City will provide funding from the available funding for any County condemnation awards or judgments from the available funds within ten days of receiving a written request from the County.

In the event the available funding has been or will be expended prior to the acquisition of all of the Roadway Project right-of-way, so that no additional right-of-way parcels can be successfully acquired with the remainder of the available funding, the City will proceed to separately acquire the necessary waterline easements with City funds to complete the Waterline Project. In such an event, the City may use any remaining available City funding to acquire the waterline easements in the name of the City.

Any portion of the County's \$800,000.00 in bond funds remaining at the completion of the right-of-way acquisition for the Roadway Project will be refunded by the City to the County.

If all of the available funding described above is expended and additional waterline easements must still be acquired, the City agrees that it will be responsible for any such additional costs of the acquisition of the waterline easements and will use its best efforts to obtain such necessary funding.

Issues and Opportunities:

The County road project consists of realigning a 400' section of existing Slaughter Lane and extending Slaughter Lane approximately 12,400' from Old Lockhart Highway (Bluff Springs Road) eastward to Thaxton Road (Mckinney Falls Parkway). The Public/Private Agreement addresses the 400' of realignment and 5000' of the roadway that will pass through the Goodnight Ranch Planned Unit Development. The remaining 7000' is under design but lacks right-of-way and construction funds.

Completion of the County's roadway project to Thaxton Road will involve multiple property owners that are not party to Participation Agreements. In these cases the County can either purchase the right-of-way needed for the roadway or wait until the property owners plat their property and exact the right-of-way at that time. Given the current economic climate it is highly unlikely that the properties will be platted for development in the near future. TNR is proceeding with acquiring right-of-way from these property owners using 2005 bond funds that are not needed to fulfill our agreement with Goodnight Properties.

The City has approached the County with a request to use the County's proposed roadway right-of-way for a high priority waterline expansion project. They are under a tight deadline to complete the expansion in order to fulfill annexation-related commitments. Due to their time constraints the City has offered to take the lead on acquiring the roadway project right-of-way and to cost share on right-of-way expenses. For parcels acquired by City staff the real property interests will be acquired in the City's name. The County will take the lead on those properties in unincorporated areas where the City advises eminent domain authority is needed.

Under the terms of the Interlocal Agreement the City will be responsible for the entire cost of the design and construction of its Waterline Project and the County for the entire cost of its roadway project. Both Parties agree to consider including funding for the portion of the Roadway Project located within their respective jurisdictions in a future bond election. The Parties will contribute funding for the acquisition of Project right-of-way as discussed in the Budgetary section of this memorandum.

Part of the City's funding is to come partially from funds currently held by the County for the Scofield Ridge Parkway (aka Howard Lane West) improvement project that was completed early this year. The County and the Austin Water Utility (AWU) entered into an Interlocal Agreement for the project wherein AWU provided funds for water and waste water improvements and relocation work. The project experienced significant delays resulting in a large delay claim from the County's road contractor. TNR believes much of the delay was caused by issues with the water and wastewater work but AWU feels differently. The County has already settled with its contractor and proposes to use this Interlocal agreement as a means of settling its dispute with AWU. If approved, the remaining AWU funds held by the County for the Scofield project will be used first to acquire the County's roadway right-of-way, then County funds will be used, and then new City funds. The Scofield Ridge Parkway Project is in Precinct 1 and the contractor delay claim was paid with Precinct 1 bond funds. There are no Precinct 1 situations with AWU that provide the County with the leverage needed to get their approval to use their remaining Scofield Ridge Parkway funds in this manner. This proposal has been discussed with the Precinct 1 Commissioner.

This Agreement is exclusive to the County's Slaughter Lane Roadway project and AWU waterline improvements within the project's right-of-way. However, the City's waterline project will involve the construction of approximately 61,000 feet of waterline that could impact other County, City, and State roads that are not included in this agreement. These could include William Cannon Drive, McKinney Falls Parkway, Thaxton Road, Old Lockhart Highway, Bradshaw Road, FM 1327, and IH 35 (see attached map). The City has not finalized decisions on precisely where their water line will go but they may acquire waterline easements or utilize existing roadway rights-of-way. In any case County development permits will be required for work in unincorporated areas and additional Interlocal Agreements may be needed.

Goodnight has already dedicated right-of-way for Slaughter Lane but there remains to be dedicated by Goodnight right-of-way along Old Lockhart Highway that will be needed for both the roadway and waterline projects. The current economic downturn has adversely affected the ability of Goodnight Properties to obtain financing for their Participation Agreement with the County. TNR has begun discussions with Goodnight to determine if the terms of the agreement can be modified to immediately complete the right-of-way dedications and complete the construction of the project within a revised reasonable timeframe.

Background:

The Slaughter Lane roadway improvement project was initiated when the County included it as a Tier 1 public-private partnership project in the 2005 Bond referendum. Upon approval of the bond referendum the County and the Developer, Austin Goodnight Ranch, L.P., entered into an agreement that specified what would be built and within what timeframes. The basic terms of the Participation Agreement were that the Developer donates all right-of-way within its control and shares the engineering and construction costs. More than half of the approximate 12,400' long project, which extends from Old Lockhart Highway (Bluff Springs Road) to Thaxton Road (McKinney Falls Parkway), is outside the control of the Developer. The budget included in the bond referendum provides funds for 50% of the engineering costs and construction costs across the Goodnight property. TNR has utilized funds not obligated to the Goodnight Agreement to complete the design for the balance of the project and there remains a minimum of \$800,000 to begin acquiring right-of-way for this segment. Having the design completed and right-of-way acquired will place the remainder of the project in a very competitive position to receive future bond funds for construction.

Required Authorizations:

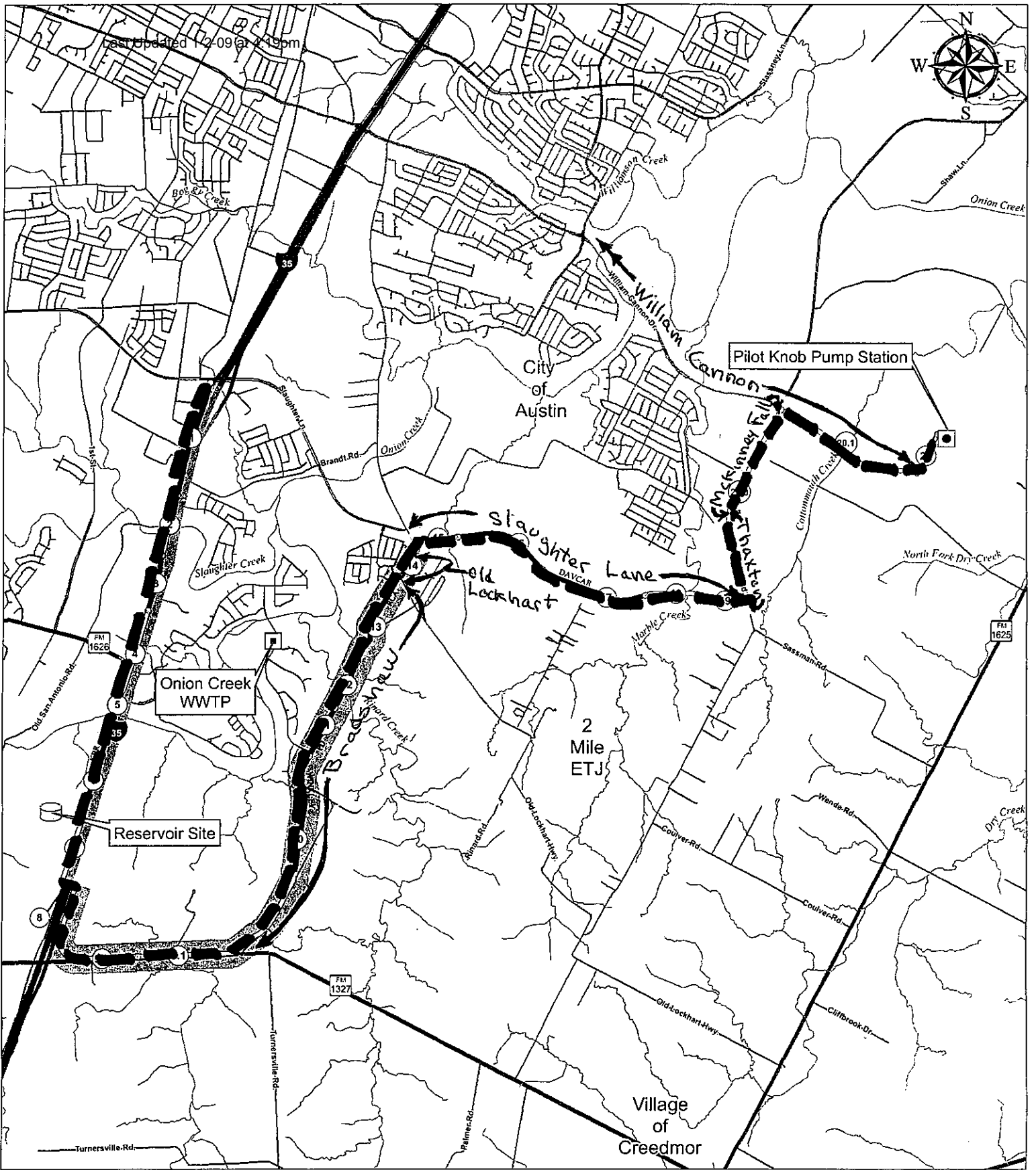
County Attorney: Chris Gilmore

PBO: Jessica Rio

Attachment:

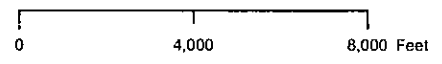
City of Austin Slaughter Lane Interlocal Cooperative Agreement

CC: Gordon Bowman, Austin City Attorneys Office
Joanna Thompson, Austin Right-of-Way Section
Cynthia McDonald, Donna Williams-Jones, Bruni Cruz, TNR Financial Services
Steve Sun, P.E., TNR CIP Division Manager
Mo Mortazavi, P.E., TNR Project Manager
Greg Chico, TNR Right-of-Way Program Manager



Legend

- Project Manager
- Unassigned
- Harvey
- Jackson
- Steed
- Line
- Segment End Point
- Onion Creek WWTP
- Proposed Pump Station
- Reservoir Site



S. I-35 W/WW PMT Design Phase

**SLAUGHTER LANE EAST EXTENSION PROJECT
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY**

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Travis County, Texas (the "County"), hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party", upon the premises and for the consideration stated herein.

WHEREAS, the Parties intend to participate in the development and construction of the extension of a section of Slaughter Lane East as a four lane, 140 foot wide, divided urban arterial with sidewalks located partially within the City and partially within the County (the "Project"); and

WHEREAS, the Project is generally described and depicted in attached **Exhibit "A"**, and

WHEREAS, it is anticipated that the Project will be developed and constructed in phases as described herein; and

WHEREAS, the Project will generally consist of two components: (1) a County roadway project (the "Roadway Project") and (2) a City waterline project (the "Waterline Project"); and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

(a) The City and the County will provide project management services for the development and construction of the Project, as set forth herein.

(b) The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "County Director") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County Director will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.

(c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will

designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.

(d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.

(e) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The Parties will provide designated review teams to expedite the review process.

2. Project Phasing.

The Parties will develop the Project in phases as described herein. The initial phases will consist of the overall development of design engineering, surveying, right of way acquisition, and any required permitting and environmental assessments and clearances associated with the Project. The subsequent phases will consist of the expedited construction of the Waterline Project and the future construction of the Roadway Project components of the Project.

3. Development of Roadway Project – Phase One

(a) The County and, to the extent provided for herein, the City will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the Project improvements, (ii) the surveying, and (iii) any required permitting and environmental assessments and clearances associated with the Project.

(b) The plans and specifications for the Roadway Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.

(c) The County will be responsible for the review and approval of the engineering design, plans and specifications, and, as applicable, for construction inspection and testing for the Roadway Project. In addition, the County will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Roadway Project, during the development and construction of the

Roadway Project. The County shall coordinate with the City to ensure the engineering and design of the Roadway Project is compatible with the engineering and design of the Waterline Project.

(d) A City permit and associated fees shall be required only for any part of the Roadway Project within the City's full purpose corporate limits, provided that any fees in lieu of compliance with City Standards will be required within any portion of the City's jurisdiction. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own Roadway projects. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Roadway Project.

4. Development of Waterline Project

(a) The City and, as set forth herein, the County will be responsible for the management of the development of the design and construction of the Waterline Project, including (i) the development of the engineering design, plans and specifications for the waterline improvements, (ii) the surveying, (iii) the construction, (iv) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Waterline Project, and (v) acceptance of the completed work.

(b) The plans and specifications for the Waterline Project shall be in accordance with the applicable City design and construction standards.

(c) The City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Waterline Project. In addition, the City will be responsible for the review and approval of any modifications to the engineering design, plans and specifications for the Waterline Project, during the development and construction of the Waterline Project. The City shall coordinate with the County to ensure the engineering and design of the Waterline Project is compatible with the engineering and design of the Roadway Project

(d) A County permit and associated fees shall be required only for any part of the Waterline Project within the County's unincorporated limits, provided that any fees in lieu of compliance with City Standards will be required within any portion of the City's jurisdiction. The application review process and fees for any such permit shall be the same as the process and fee requirements that the County applies to its own projects. The County shall coordinate the County's review of any permit application and issuance of the permit concurrently with the County's review and approval of engineering design and plans and specifications for the Waterline Project.

5. Right of Way Acquisition

(a) The Waterline and the Roadway will be constructed and located within the right-of-way of the Project, which will be acquired in the name of the City. The City and the

County will cooperate in the acquisition of the right-of-way required for the Project in the following phases and subject to the following contingencies:

(i) Phase One – City Acquisition

The City will be responsible, through good faith negotiations and final offers, for the acquisition of the right-of-way and easements for the Project. The City will obtain appraisals and negotiate with landowners for the acquisition of the necessary right-of-way and easements.

(ii) Phase Two – Administrative Determination

In the event that the City's negotiations are unsuccessful, the City will notify the County and the County will obtain approval to proceed to file and prosecute any necessary condemnation actions.

(iii) Phase Three – Acquisition Options

(A) In the event the County obtains approval to move forward with condemnation, the County will expeditiously prosecute such actions to final judgment or final settlement.

(B) In the event the County does not obtain approval to move forward with condemnation actions due to Project schedule and funding issues or for any other reason, the City will proceed to expeditiously acquire separate waterline easements for the construction of the Waterline Project and the City will timely provide fieldnotes for the waterline easements. Any separate waterline easements will be in a location to be mutually agreed to by the Parties' Directors.

(C) The City will provide the County with appraisal and acquisition information for the waterline easements in an effort to ensure that the Parties do not incur any unnecessary costs in the acquisition of other Project right-of-way.

(D) In the event that the City separately acquires waterline easements, the Parties agree to consult on the acquisition of any remaining project right-of-way and easements.

(b) The Parties will cooperate in and share all information relating to the right-of-way and easements required for the Project and will ensure that their respective engineering and appraisal consultants are available to participate in any condemnation proceeding requiring testimony or support regarding the Project. The City will inform the County of the progress of negotiations for the acquisition of the right-of-way and the County will inform the City of the progress of any condemnation actions, including any hearing dates and other proceedings. Any and all appraisals, land plans, and environmental site

assessments required for the Project will include both the City and County as intended users. The Project right-of-way and easements will be acquired in the name of the City. The City will be responsible for the costs of all surveys and document preparation required for the acquisition of any separate waterline easements.

(c) The City will be responsible for the costs of any resurveys or revisions to previously prepared County right-of-way acquisition documents made necessary by the City's Waterline Project. In the event that the County Roadway Project right-of-way acquisition schedule can not meet the City's Waterline Project scheduling requirements the City will be responsible for all surveys and document preparation that may be necessary for acquisition of any remaining right-of-way from Austin Goodnight Ranch, L.P. The County hereby authorizes the City, acting by and through the City's Division Manager of Real Estate Services to execute purchase contracts, perform applicable contractual due diligence, and coordinate closings on its behalf. As parcels are acquired, the City will provide the County with a copy of all original, recorded right-of-way deed and easement documents.

6. Project Bidding & Award of Construction Contract.

(a) Waterline Project. It is anticipated that the Waterline Project will be constructed in advance of the Roadway Project. The City will be responsible for the solicitation of bids for the construction of the Waterline Project based on the approved plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures, including the City's minority and women-owned businesses policy. The City will approve a firm unit-price contract for the construction of the Waterline Project with the successful bidder. Upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the Waterline Project.

(b) Roadway Project. It is anticipated that the Roadway Project will be constructed by the County after the construction of the Waterline Project. The County will be responsible for the solicitation of bids for the construction of the Roadway Project based on the approved plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures, including the County's minority and women-owned businesses policy. If the City cost participates in the Roadway Project the County will notify the City of the lowest responsive and responsible bidder and the amount of the bid for the Roadway Project. In such an event, the City shall respond to the bid information within seven (7) working days. Upon written agreement of the City, the County will approve a firm unit-price contract for the construction of the Roadway Project with the successful bidder.

7. Development of Roadway Project - Phase Two

(a) The County and, to the extent provided for herein, the City will be responsible for the management of Phase Two of the Roadway Project, including (i) the construction, (ii) the inspection and testing, (iii) any additionally required permitting and environmental

assessments and clearances associated with the Roadway Project, and (iv) acceptance of the completed work. The City, at its own expense, may inspect and test any portion of the Roadway Project in which it cost participates or that is within the City's full purpose corporate limits.

(b) The County Director shall require the Roadway Project contractor to immediately take any appropriate remedial action to correct any deficiencies in the Roadway Project identified by the City for those sections of the Roadway Project in which the City cost participates or that are within the City's full purpose corporate limits..

(c) Upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Roadway Project which is located within the County, and the City will accept the portion of the Roadway Project which is located within the City.

8. Additional Management Duties of the Parties. The Parties hereby covenant and agree to provide to each other:

(a) four (4) sets of the plans and specifications for the construction of their subject Projects;

(b) written notice of the schedule for the advertisement for bids, award of contract, and construction of their subject Projects;

(c) written notice of the bid tabs for only the Roadway Project;

(d) written copy of all contracts affecting their subject Projects, including accompanying information regarding compliance with the managing Party's minority and women-owned businesses policy;

(e) if the City is cost-participating in the Roadway Project, the County will provide the City with a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to only the section of the Roadway Project that the City cost participates, including copies of invoices, statements, vouchers, or any other evidence of payment of debt, including accompanying information regarding compliance with the managing Party's minority and women-owned businesses policy;

(f) if the City is cost-participating in the Roadway Project or if the proposed change order changes the scope of the design, the County will provide the City with executed change orders, jointly approved by the Parties, related only to the sections of the Roadway Project in which the City cost participates or that are within the City's full purpose corporate limits;

(g) if the City is cost-participating in the Roadway Project, the County will provide the City with sufficient notice, documentation and opportunity for the Parties to review and jointly approve only the Roadway Project's contractor's application for final payment

with accompanying information regarding compliance with the managing Party's minority and women-owned businesses policy;

(h) if the City is cost-participating in the Roadway Project (Note) or if the proposed change order changes the scope of the design, the County will provide the City with a copy of any change order request related to the sections of the Roadway Project in which the City cost participates or that are located within the City's full purpose corporate limits within two (2) working days of its receipt by the managing Party, by delivery to the City's Project Manager for review and approval; and

(i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the managing Party will furnish the other Party a copy of the record drawings for its records.

9. Additional Management Duties of the City. The City hereby covenants and agrees to:

(a) expeditiously review any applicable Roadway Project permit applications and work in good faith to resolve any outstanding issues;

(b) if the City is cost-participating in the Roadway Project or if the proposed change order changes the scope of the design for sections of the Roadway Project in which the City cost participates or that are located within the City's full purpose corporate limits, review any change order proposal for the Roadway Project and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition; respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;

(c) at the expense and option of the City, perform any additional independent inspection and testing on sections of the Roadway Project in which the City cost participates or that are located within the City's full purpose corporate limits, in coordination with the County's inspectors and as agreed to by the County and City Project Managers and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including the joint final inspection of the completed Project with the County; provided, the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;

(d) coordinate with the County's Project Manager, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s);

(e) immediately report any deficiencies observed in the construction of the Roadway Project in writing to the County's Project Manager;

(f) if the City is cost-participating in the Roadway Project, review and jointly

approve the Roadway Project's contractor's application for partial and final payment for sections of the Roadway Project in which the City cost participates;

(g) attend meetings at the request of the County's Project Manager.

10. Bond and Guarantee. All construction contracts affecting the Roadway Project shall include a payment and performance bond acceptable to and benefiting the County and the City, for the full amount of the subject contract and a warranty by the contractor executed in favor of and benefiting the managing Party, for a period of one year from the date of acceptance of the Roadway Project. The City shall be included as a co-obligee on the Roadway Project's payment and performance bonds.

11. Liability.

(a) To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions arising out of or in connection with its negligent acts and omissions with respect to this Agreement and the Slaughter Lane East Project and the component Roadway and Waterline Projects.

(b) The Parties will ensure that their respective design engineers provide professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the respective party for such projects, during the term of the design and subsequent construction and the Parties will have each other named as an additional insured with respect to such general liability and automobile liability coverage.

(c) In addition, the construction contractor for the Roadway Project and the Waterline Project shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County and the City, respectively. The County and the City will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

12. Financial Obligations.

(a) Waterline Project. The City will be responsible for the entire cost of the design and construction of the Waterline Project.

(b) Roadway Project. Except as provided herein or as the Parties subsequently agree, the County will be responsible for the entire cost of the design and construction of the Roadway Project. The Parties agree to consider including funding for the portion of the Roadway Project located within their respective jurisdictions in a future bond election order.

(c) Project Right-of-Way. The Parties will contribute funding for the acquisition of Project right-of-way as follows:

(i) Available Funding. The Parties will contribute a total of \$1,984,000.00, which based on the following amounts of presently available funding:

(A) The County will contribute County CIP bond funding in the amount of \$800,000.00.

(B) The County will return \$384,000.00 to the City, which is the remaining balance of City funds held by the County on a completed City-County interlocal construction project for improvements to Scofield Ridge Parkway/Howard Lane West.

(C) The City will contribute the additional amount of \$800,000.00.

(ii) The County will deliver the \$1,184,000.00 in available funding to the City within thirty (30) days of the execution of this Agreement. The City will expend the \$384,000.00 portion of the City funds for Roadway Project right-of-way prior to spending County funds for Roadway Project right-of-way. The funds will be expended for Roadway Project and Waterline Project right-of-way and easement acquisition, including condemnation, and all costs associated with parcel acquisitions, up to the total amount of \$1,984,000.00. The City will provide funding from the available funding for any County condemnation awards or judgments from the available funds within ten days of receiving a written request from the County.

(iii) In the event the available funding has been or will be expended prior to the acquisition of all of the Roadway Project right-of-way, so that no additional right-of-way parcels can be successfully acquired with the remainder of the available funding, the City will proceed to separately acquire the necessary waterline easements with City funds to complete the Waterline Project. In such an event, the City may use any remaining available City funding to acquire the waterline easements in the name of the City.

(iv) Any portion of the County's \$800,000.00 in bond funds remaining at the completion of the right-of-way acquisition for the Roadway Project will be refunded by the City to the County.

(v) If all of the available funding described above is expended and additional waterline easements must still be acquired, the City agrees that it will be responsible for any such additional costs of the acquisition of the waterline easements and will use its best efforts to obtain such necessary funding.

(d) Roadway Project Construction. The cost of Roadway Project development and construction includes but is not necessarily limited to the cost of design engineering, construction surveying, inspection, testing, and the cost of the work and any necessary change orders. If the City cost-participates in the Roadway Project, the City will provide any additional City funds including the cost of any change orders, within sixty (60) days

of receipt of invoice by the County, any such invoice for a change order to be accompanied by the change order request from the construction contractor, which has been recommended for approval by the County's and the City's Project Managers.

(e) Escrow. Any and all funds will be deposited in an interest bearing escrow account and the interest shall be made available for the payment of the Parties' obligations hereunder. Any unexpended portion of the funds shall be returned to the proper party within sixty (60) calendar days after the completion of the applicable phase of the Project. The managing party shall provide the other party with an accounting, at least quarterly, of the deposits to and disbursements from the managing party's escrow account. The managing party will make its records available, at reasonable times, to the other party's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to that party.

13. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice hereunder shall be in writing and is effective upon personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Lazarus, Director
City of Austin
Public Works Department
505 Barton Springs Roadway
Austin, Texas 78704

Rudy Garza, Assistant City Manager
City of Austin
505 Barton Springs Roadway
Austin, Texas 78704

WITH COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Steve Manilla
Public Works Director, TNR
P. O. Box 1748
Austin, Texas 78767

Joe Gieselman
Executive Manager, TNR
P. O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the development and construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: Assistant City Manager

Date: _____

Approved as to Form:

Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

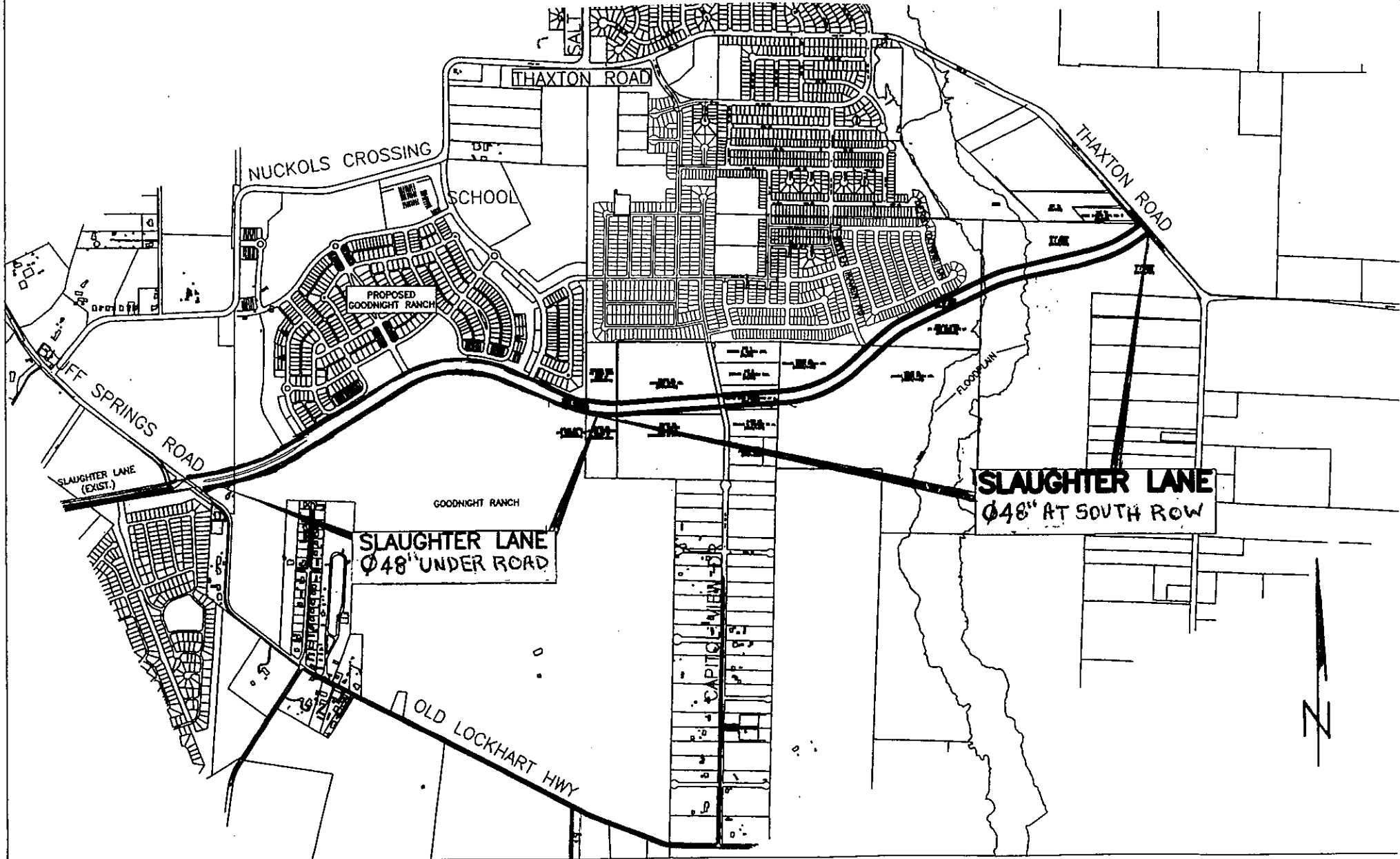
Date: _____

EXHIBIT A

Last Updated 1-2-09 at 4:19pm

General Project Description and Depiction

The project generally consists of constructing approximately 12,000 feet of 48" diameter ductile iron waterline within right-of-way to be acquired for Travis County's Slaughter Lane East 2005 Bond Program Capital Improvement Project. The waterline is to be installed beneath the travel lanes of the roadway through the Goodnight Ranch development (approximately 5000') and then along the south right-of-way line of the road (approximately 7000'), as shown below. The waterline is to be installed within the road right-of-way at locations to be approved by the County. The roadway may or may not be constructed at the time the waterline is being constructed.



4

Travis County Commissioners Court Agenda Request

Voting Session 1/06/09
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of :**
1. the acceptance of dedication of Rob Roy West, a subdivision in Precinct 3
2. a License Agreement for private improvements in the public right of way of Grace Lane

C. Approved by: _____
Commissioner Karen Huber, Precinct Three

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

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

Donald W. Ward - 854-9383 Anna Bowlin - 854-9383
David Greear - 854-9383 Howard Herrin - 854-9383
Scott Lambert - 854-9383 Johnny Anglin -266-3314

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (473-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant
- _____ Human Resources Department (473-9165)
- _____ A change in your department's personnel (reclassifications, etc.)
- _____ Purchasing Office (473-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- _____ County Attorney's Office (473-9415)
- _____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

MEMORANDUM

DATE: December 19, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Division Manager, Road and Bridge

SUBJECT: A. the acceptance of dedication of Rob Roy West, a subdivision in Precinct 3
B. a License Agreement for private improvements in the public right of way of Grace Lane

A. Summary and TNR Staff Recommendation:

This subdivision was recorded June 17, 1999. This subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch list to be corrected. This subdivision connects to FM 2244, a road maintained by Texas Department of Transportation. The stop sign will be approved under Chapter 251 of the Texas Transportation Code.

This action will add 0.21 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Issues and Opportunities:

This action adds 0.21 miles to the County Road System.

Required Authorizations:

None

Exhibits:

Approval of Construction
Requirements Approval Const.
List of streets
Map

December 19, 2008

Page 2

B. Summary and TNR Staff Recommendation:

License Agreement with Rob Roy West 1, Inc.

The applicant requests to enter into a license agreement, which will cover improvements in the right-of-way of Grace Lane within Rob Roy West subdivision. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

Since the amount of private improvements in the right of way are nominal the Security Deposit is \$100.00

Issues and Opportunities:

In regards to the proposed License Agreement, "...the Developer agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the Developer's construction, maintenance or use of the Licensed Property." The Developer, Commons at Rowe Lane, L.P. has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations:

The License Agreement is the approved form included in the Appendix of our Standards book – Exhibit 82.701C.

Exhibits:

License Agreement & Exhibit

DV:DW:dv

1105 Rob Roy West



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION - CONDITIONAL

DATE: August 13, 2008

TO:

DEVELOPER:

Rob Roy West 1, LP
c/o Jeffrey Dochen
1011 West Lake Drive
Austin, TX 78746

ENGINEER:

Conley Engineering Inc.
c/o Carl Conley
1301 S. Capital of Texas Hwy. A-230
Austin, TX 78746
Fax: 328-3509

SUBJECT: Rob Roy West

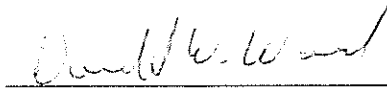
Effective this date, street and drainage construction within this project appears to be in conformance with the approved Permitted Construction Documents. This construction has entered into a Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period.

See Items # 3 and 4 on attached Requirements list.

BY: 
TNR Construction Inspector – Johnny Anglin


TNR Engineering Specialist – Darla Wasterling


TNR Road Maintenance – Don Ward

1102 Fiscal File

1105 Subdivision File



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PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

“Rob Roy West”
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 1/15/08 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 1/15/08 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 9/24/08 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 9/24/08 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- Red.LOC 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- NA 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 8/13/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 1/15/08 9. Approval of other agencies and/or cities, **if in their ETJ**: Municipal or other Utility Districts.
- 12/15/08 10. License Agreement (**If there are private improvements in Public ROW.**)

SEVEN OAKS SEC.3 PHS.1

4

PERSON CREEK

PERSON CREEK

ROB ROY WEST

ROB

ROY

ROB ROY ON THE CREEK SEC 4

ROB

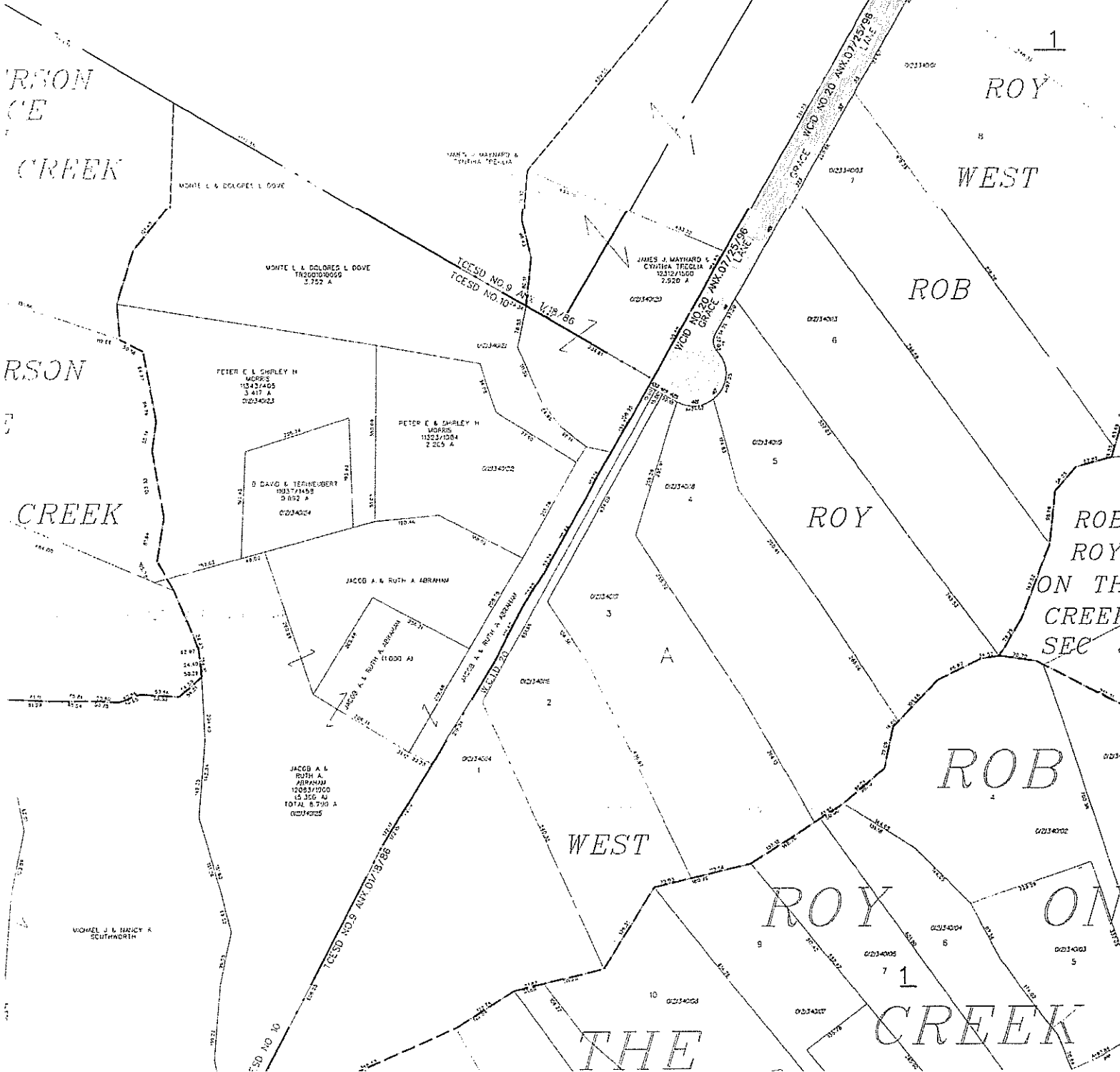
WEST

ROY

ON

THE

CREEK



JACOB A. & RUTH A. ABRAHAM
 12083/10000
 15.356 A
 TOTAL 8.798 A
 0234005

PETER E. & SHIRLEY H. MORRIS
 1543/465
 3.417 A
 0234023

PETER E. & SHIRLEY H. MORRIS
 11223/1584
 2.265 A

D. DAVID & TERNEBERT
 HESTMARK
 0.852 A
 0234004

JACOB A. & RUTH A. ABRAHAM
 11000 A

JAMES J. MATHARD &
 CYNTHIA TRECLIA
 12321/1600
 2.522 A

THE CAVE OAKS DEVELOPMENT INC
 1082/127
 2.701 A
 0234002

KERRY D. & WENDY
 WALKER
 5248/7013
 11.528 A
 0234004

MICHAEL J. & NANCY A.
 SCUTSWORTH

§ 82.701 (C) PROPERTY OWNER

LICENSE AGREEMENT

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and Rob Roy West 1, Inc. (the "PROPERTY OWNER"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in the Amended Plat of Rob Roy West a subdivision located in Travis County, being more particularly described in that certain plat recorded at Doc#199900196 and Doc#2000153589 and Doc#200600247 of the Official Public Records of Travis County, (the "Subdivision"); and

WHEREAS, the PROPERTY OWNER plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of Grace Lane in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, an entry sign, lighting, decorative rocks, trees and shrubs (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the PROPERTY OWNER agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the PROPERTY OWNER permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the PROPERTY OWNER each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and
2. The agreement by the PROPERTY OWNER to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the PROPERTY OWNER's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the PROPERTY OWNER with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE PROPERTY OWNER, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The PROPERTY OWNER shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per occurrence and THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY

OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the PROPERTY OWNER, its officers, employees, agents or contractors, relative to this Agreement. The PROPERTY OWNER shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The PROPERTY OWNER shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the PROPERTY OWNER agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the PROPERTY OWNER's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The PROPERTY OWNER agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. PROPERTY OWNER's Responsibilities. The PROPERTY OWNER will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the PROPERTY OWNER shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the PROPERTY OWNER.

C. Maintenance. The PROPERTY OWNER shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by the PROPERTY OWNER at its expense.

D. Removal or Modification. The PROPERTY OWNER agrees that removal or modification of any improvements now existing or to be later replaced shall be at the PROPERTY OWNER's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the PROPERTY OWNER or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Default. In the event that the PROPERTY OWNER fails to maintain the Licensed Property, then the COUNTY shall give the PROPERTY OWNER written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The PROPERTY OWNER shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the PROPERTY OWNER does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the PROPERTY OWNER agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

F. Security Deposit. The PROPERTY OWNER shall provide the COUNTY with cash in a cashier's check in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount will be paid to the PROPERTY OWNER, on an annual basis, upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the PROPERTY OWNER has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the PROPERTY OWNER abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the PROPERTY OWNER, if such abandonment has not been remedied by the PROPERTY OWNER within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the PROPERTY OWNER, its successors and assigns hereunder. All installations of the PROPERTY OWNER not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the PROPERTY OWNER. This Agreement may be terminated by the PROPERTY OWNER by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the PROPERTY OWNER so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the PROPERTY OWNER. Subject to prior written notification to the PROPERTY OWNER or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the PROPERTY OWNER, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The PROPERTY OWNER fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the PROPERTY OWNER abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the PROPERTY OWNER, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from PROPERTY OWNER the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the PROPERTY OWNER to effect the relocation of the PROPERTY OWNER'S affected installations at the PROPERTY OWNER'S sole expense. The PROPERTY OWNER shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The PROPERTY OWNER shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the PROPERTY OWNER, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the PROPERTY OWNER's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

PROPERTY OWNER:
Rob Roy West 1, Inc
Jeffrey Dochen
1011 Westlake
Austin, Texas 78746

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

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

COPY TO:

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83.____

XVI. Annexation by the City

- A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

TERMS AND CONDITIONS ACCEPTED on this the 15th day of December, 2008.

THE PROPERTY OWNER:

By: 

Name: Jeffrey Doehen

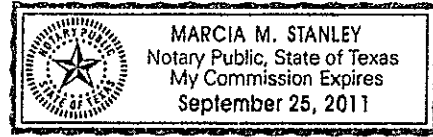
Title: President of Grace Lane Development Inc. General Partner of Rob Roy West 1, Inc.

Authorized Representative

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§



This instrument was acknowledged before me on this the 15 day of December, 2008, by Jeffrey Dochen as see below of the Rob Roy West 1, Inc, a Texas corporation, on behalf of said corporation.

President of Grace Lane Development Inc, General Partner of Rob Roy West 1, Inc

Notary Public in and for the State of Texas

Marcia M. Stanley

Printed/Typed Name: Marcia M. Stanley

My commission expires: 9/25/11

ADDRESS OF PROPERTY OWNER:

Rob Roy West 1, Inc.
Jeffrey Dochen
1011 Westlake Drive
Austin, Texas 78746
512-328-2500

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2008, Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name: _____

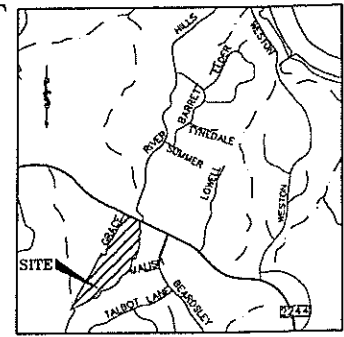
My commission expires: _____

After Recording Return To:
Darla Vasterling
TNR

200600247

CURVE DATA					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
C1	60.00'	18.06'	171°4'36"	17.99'	S 69°30'50"E
C2	60.00'	33.36'	31°51'21"	32.95'	N 85°55'31"E
C3	60.00'	20.26'	19°20'49"	20.16'	N 60°20'07"E
C4	60.00'	26.69'	25°29'24"	26.47'	N 37°56'12"E
C5	60.00'	70.55'	67°22'18"	66.56'	N 08°29'39"W
C6 (C3)	30.00'	37.04' (37.05')	70°44'13" (70°43'50")	34.73'	N 05°48'14"W (N 05°47'49"W)
C7	270.00'	79.01'	16°45'58"	78.73'	N 37°08'46"E
C8	330.00'	90.10'	15°38'36"	89.82'	N 37°38'43"E
C9 (C1)	60.00'	71.68' (71.62)	68°26'45" (68°23'39")	67.49' (67.44)	N 84°53'06"E (N 84°54'22"E)
C10 (C2)	60.00'	97.24' (97.25)	92°51'43" (92°52'13")	86.95'	N 04°15'03"E (N 04°16'26"E)
C11 (C4)	300.00'	53.99' (53.98)	9°22'24" (9°22'19")	53.93' (53.92)	N 24°02'34"E (N 24°01'13"E)
C12 (C5)	270.00'	49.51' (49.46)	10°30'21" (10°29'43")	49.44' (49.39)	N 24°37'08"E (N 24°34'34"E)

AMENDED PLAT OF ROB ROY WEST

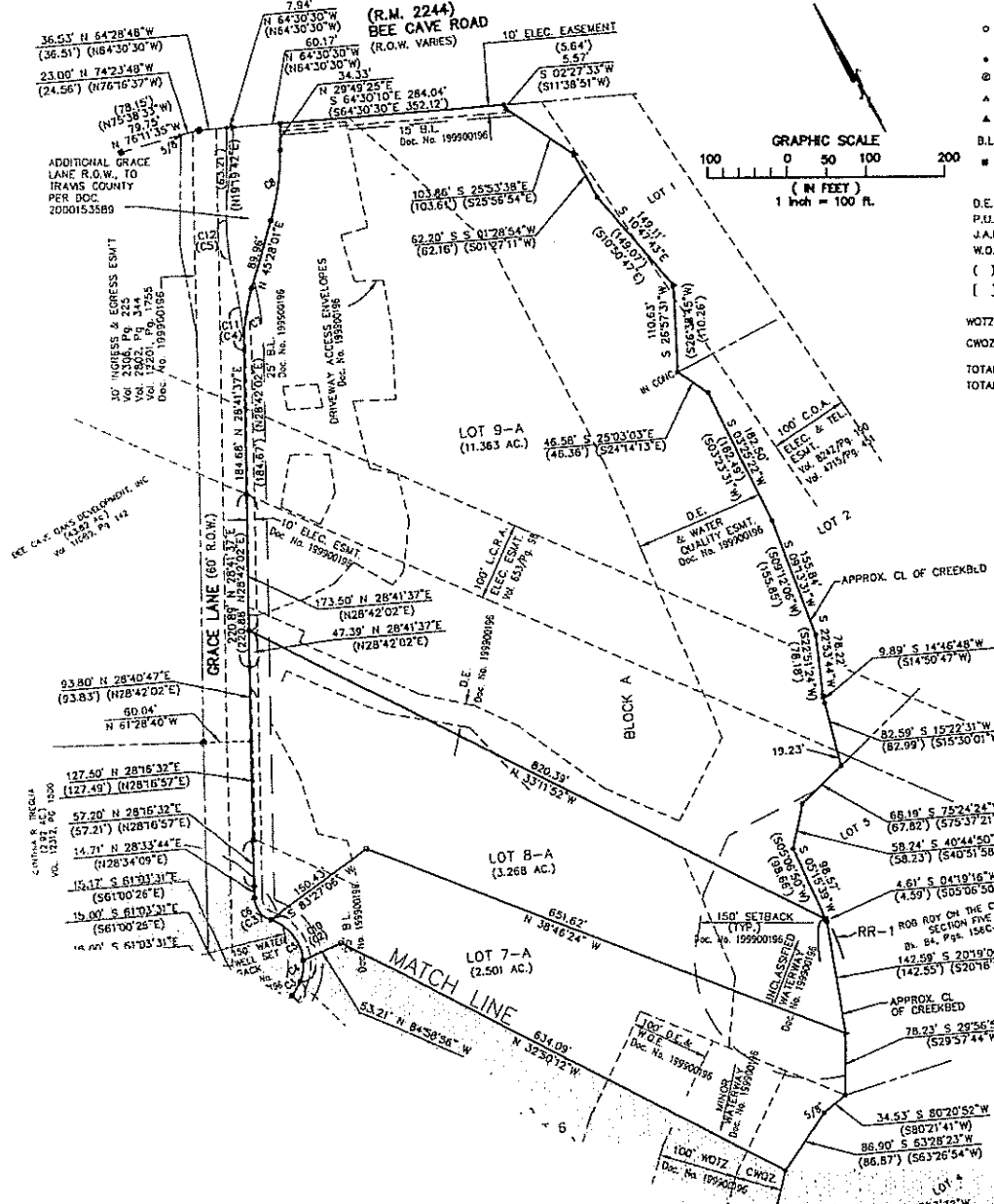


VICINITY MAP

SCALE: 1" = 2000'

LEGEND

- 1/2" IRON ROD SET w/ CAP STAMPED "TERRA FIRMA"
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ⊙ 1" IRON PIPE FOUND
 - ▲ CALCULATION POINT
 - △ 600 MAIL FOUND (UNLESS NOTED)
 - B.L. BUILDING LINE
 - TYPED CONCRETE MONUMENT WITH BRASS DISC FOUND
 - D.E. DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - J.A.E. JOINT ACCESS EASEMENT
 - W.Q.E. WATER QUALITY EASEMENT
 - () RECORD INFORMATION (DOC NO. 199900196)
 - [] RECORD INFORMATION (VOL. 12295, PG. 682 AND VOL. 12083, PG. 1900)
 - WOTZ WATER QUALITY TRANSITION ZONE
 - CW02 CRITICAL WATER QUALITY ZONE
- TOTAL NO. OF LOTS: 9
TOTAL ACREAGE: 33.258 AC.



CRITICAL ENVIRONMENTAL FEATURE SUMMARY TABLE

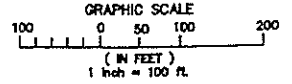
SYMBOL	DESCRIPTION
RR-1	RMROCK/SPRING
RR-2	RMROCK
RR-3	RMROCK
RR-4	RMROCK
RR-5	RMROCK

C8J-05-0265.0A



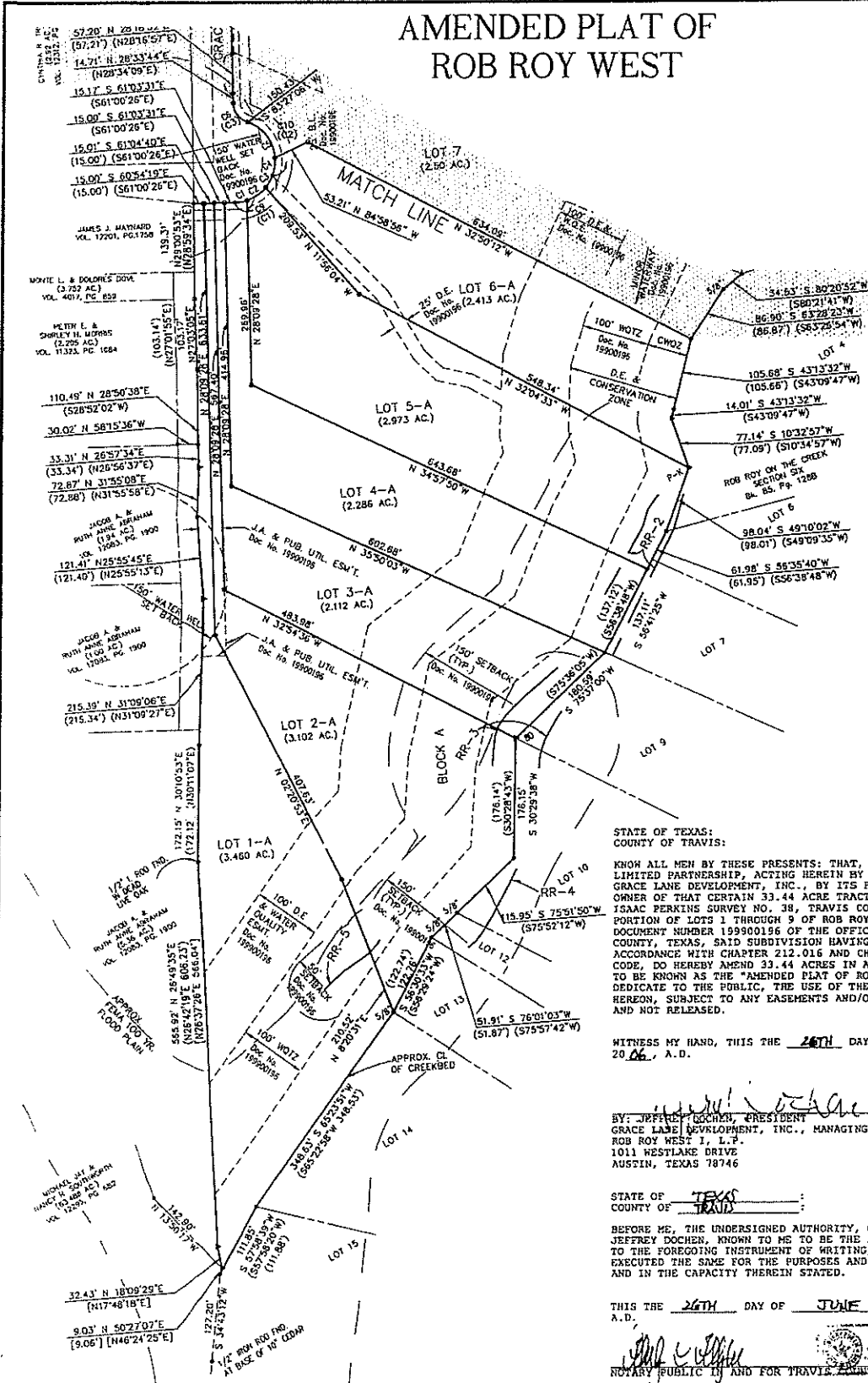
CB&D Carlson, Brigrance & Doering, Inc.
 Civil Engineering • Surveying
 3401 Slaughter Lane West • Austin, Texas 78748
 P11 (512) 280-5100 • FAX (512) 280-5105

AMENDED PLAT OF ROB ROY WEST



CRITICAL ENVIRONMENTAL FEATURE SUMMARY TABLE

SYMBOL	DESCRIPTION
RR-1	RR/ROCK/SPRING
RR-2	RR/ROCK
RR-3	RR/ROCK
RR-4	RR/ROCK
RR-5	RR/ROCK



STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT, ROB ROY WEST I, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH ITS MANAGING PARTNER, GRACE LANE DEVELOPMENT, INC., BY ITS PRESIDENT, JEFFREY DOCHEN, BEING OWNER OF THAT CERTAIN 33.44 ACRE TRACT OF LAND, MORE OR LESS OUT OF THE ISAAC PERKINS SURVEY NO. 38, TRAVIS COUNTY, TEXAS, BEING THE REMAINING PORTION OF LOTS 1 THROUGH 9 OF ROB ROY WEST, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 199900196 OF THE OFFICIAL PUBLIC PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID SUBDIVISION HAVING BEEN APPROVED FOR AMENDMENT IN ACCORDANCE WITH CHAPTER 212.016 AND CHAPTER 232 OF THE LOCAL GOVERNMENT CODE, DO HEREBY AMEND 23.44 ACRES IN ACCORDANCE WITH THE ATTACHED PLAT, TO BE KNOWN AS THE "AMENDED PLAT OF ROB ROY WEST", AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 26TH DAY OF JUNE, 2006, A.D.

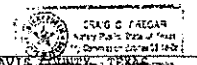
BY: Jeffrey Dochen, PRESIDENT
GRACE LANE DEVELOPMENT, INC., MANAGING PARTNER
ROB ROY WEST I, L.P.
1011 WESTLAKE DRIVE
AUSTIN, TEXAS 78746

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFFREY DOCHEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

THIS THE 26TH DAY OF JUNE, 2006, A.D.

[Signature]
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



C8J-05-0265.0A


terra firma LAND SURVEYING

Carlson, Brigrance & Doering, Inc.
Civil Engineering • Surveying
3401 Slaughter Lane West • Austin, Texas 78746-8
PH: (512) 290-5100 • FAX: (512) 290-5105

AMENDED PLAT OF ROB ROY WEST

SURVEYOR'S CERTIFICATION

I, CRAIG C. CREGAR, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT COMPLIES WITH CHAPTER 25 OF THE AUSTIN CODE OF 1999, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ORIGINAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUNDS OF THE


CRAIG C. CREGAR, F.L.S., NO. 3936
TERRA SURVA LAND SURVEYING
805 LAS CHAS PARKWAY, SUITE 230
AUSTIN, TEXAS 78746
512-328-8373

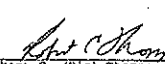


ENGINEER'S CERTIFICATION:

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PARTICIPATED IN THE PREPARATION OF THE PLAT SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT TO THE BEST OF MY KNOWLEDGE, SAID PLAT COMPLIES WITH CHAPTER 25 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE OF 1999, AS AMENDED, AND ALL OTHER APPLICABLE CODES AND ORDINANCES.

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN ACCORDING TO DATA FROM THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48453C02156 DATED JANUARY 19, 2000.

Witness my hand this 7 day of June, 2006, A.D.


Robert C. (Ric) Thompson, P.E., NO 69524
CARLSON, BRIGACE & DOERING
3401 Slaughter Lane West
Austin, Texas 78744
512-280-5160

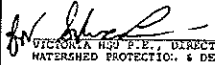


CITY OF AUSTIN

THIS SUBDIVISION PLAT IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE

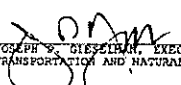
17th DAY OF July, 2006, A.D.

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 17th DAY OF July, 2006, A.D.


VICTORIA HESS P.E., DIRECTOR
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS:
COUNTY OF TRAVIS:

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD, UNDER SECTION 30-2-84(B) (2), AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, BY THE EXECUTIVE MANAGER, TRANSPORTATION AND NATURAL RESOURCES, TRAVIS COUNTY, THIS THE 17 DAY OF July, 2006, A.D.


JOSEPH S. DISSELHEIM, EXECUTIVE MANAGER DATE
TRANSPORTATION AND NATURAL RESOURCES

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF NOTIFICATION HAS FILED FOR RECORD IN MY OFFICE ON THE 2nd DAY OF August, 2006, A.D. AT 11:12 O'CLOCK P.M., FULLY RECORDED ON THE 17th DAY OF July, 2006, A.D., AT 11:12 O'CLOCK P.M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 17460 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

IN WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 2nd DAY OF August, 2006, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY


TRAVIS COUNTY ON-SITE WASTEWATER NOTES

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM, WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 245 AND THE TRAVIS COUNTY CODE CHAPTER 4B.
6. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS WITHIN THE SUBDIVISION.


ROBERT TURNER, DIVISION MANAGER
PLANNING AND ENGINEERING SERVICE
TRAVIS COUNTY-TIR

6-7-2006
DATE

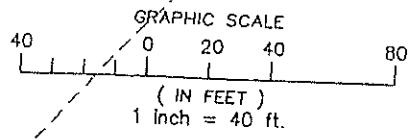
NOTES:

1. ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISION, ROB ROY WEST, AS RECORDED IN 199900196 OF THE OFFICIAL PLAT RECORDS, TRAVIS COUNTY, TEXAS, SHALL APPLY TO THIS AMENDED PLAT.
2. OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM.
3. ALL ACTIVITIES WITHIN THE CEF'S SETBACKS MUST COMPLY WITH SECTION 23-1-282 OF LAND DEVELOPMENT CODE.
4. OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT QUANTITY FOR THE PROPOSED DEVELOPMENT.
5. TO CLARIFY THE APPLICATION OF NOTE 18 ON THE ORIGINAL PLAT (199900196), THE FINISHED FLOOR SHOWN FOR LOT 1 NOW APPLIES TO LOTS 1 AND 2, THE FINISHED FLOOR SHOWN FOR LOT 2, NOW APPLIES TO LOT 3, THE FINISHED FLOOR SHOWN FOR LOT 3, NOW APPLIES TO LOT 4, THE FINISHED FLOOR SHOWN FOR LOT 4 NOW APPLIES TO LOT 5, THE FINISHED FLOOR SHOWN FOR LOT 5 NOW APPLIES TO LOTS 6 AND 7, AND THE FINISHED FLOOR SHOWN FOR LOT 6 NOW APPLIES TO LOT 8.
6. TO CLARIFY THE APPLICATION OF NOTE 28 ON THE ORIGINAL PLAT (199900196), THAT NOTE NOW APPLIES TO LOTS 8 AND 9 ON THIS AMENDING PLAT.
7. TO CLARIFY THE APPLICATION OF NOTE 29 ON THE ORIGINAL PLAT (199900196), THAT NOTE NOW APPLIES TO LOTS 1, 2, 8, AND 9.

CBJ-05-0265.0 A



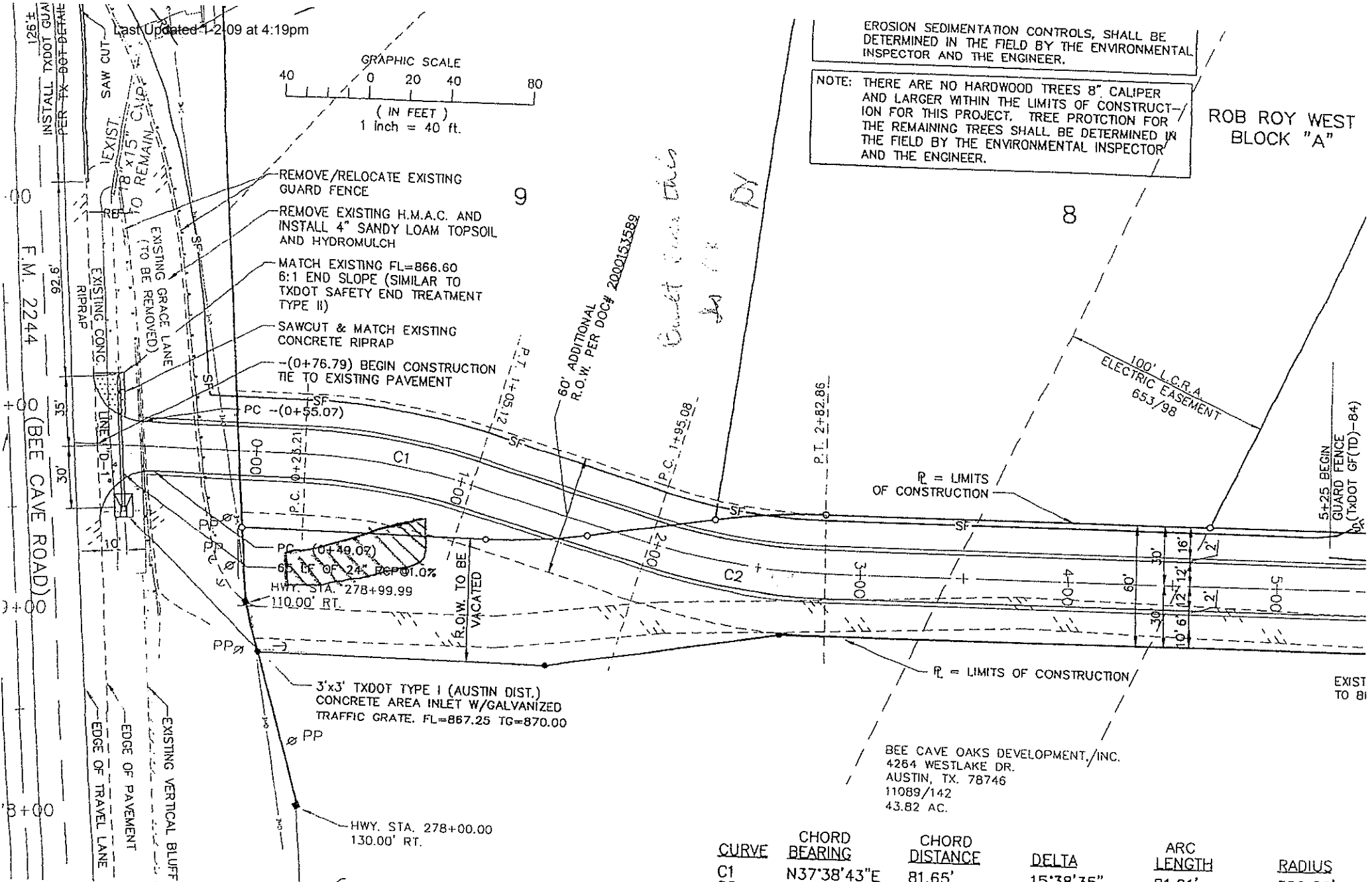
Last Updated 1-2-09 at 4:19pm



EROSION SEDIMENTATION CONTROLS, SHALL BE DETERMINED IN THE FIELD BY THE ENVIRONMENTAL INSPECTOR AND THE ENGINEER.

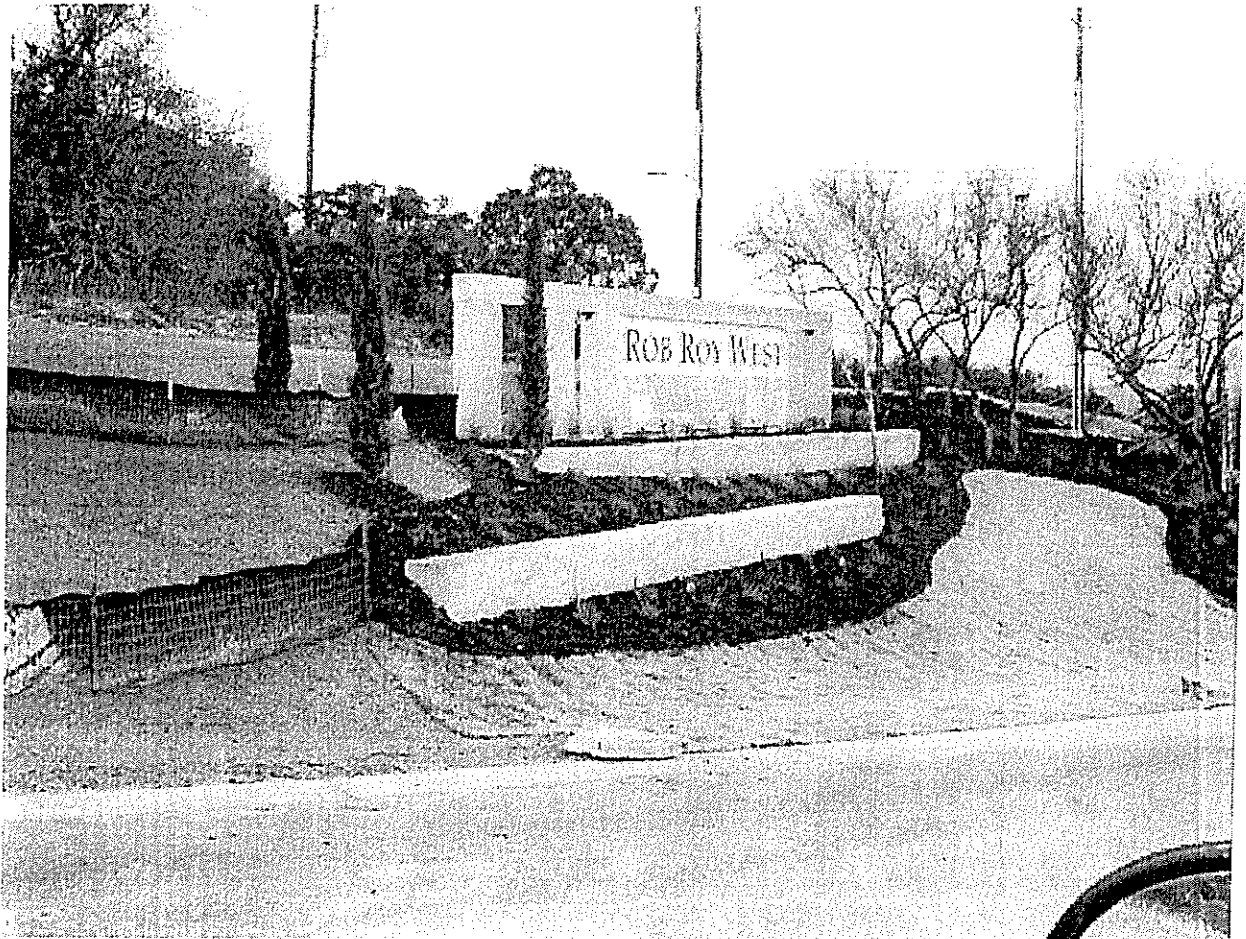
NOTE: THERE ARE NO HARDWOOD TREES 8" CALIPER AND LARGER WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT. TREE PROTECTION FOR THE REMAINING TREES SHALL BE DETERMINED IN THE FIELD BY THE ENVIRONMENTAL INSPECTOR AND THE ENGINEER.

ROB ROY WEST BLOCK "A"



Hatched area is the approximate area occupied by the sign.

CURVE	CHORD BEARING	CHORD DISTANCE	DELTA	ARC LENGTH	RADIUS
C1	N37°38'43"E	81.65'	15°38'35"	81.91'	300.00'
C2	S37°05'01"W	87.48'	16°45'59"	87.79'	300.00'



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EJ
ROBRO-1

DATE (MM/DD/YYYY)
12/12/08

PRODUCER BRIA Ins. & Risk Consultant P. O. Box 10388 Austin TX 78766-1388 Phone: 512-343-1106 Fax: 512-343-1864	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Rob Roy West 1, LP Jeffrey Dochen 1011 Westlake Drive Austin TX 78746	INSURER A: American Hallmark Ins Co of TX	43494
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BINDER POLICY # PENDING	12/11/08	12/11/09	EACH OCCURRENCE \$ 1000000
		GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is an Additional Insured
Rob Roy West 1, LP - Gracy Lane

CERTIFICATE HOLDER

CANCELLATION

COUN-02 County of Travis Exec Mgr of Tran & Natrl Resrc 411 West 13th Street Austin TX 78701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

6 ✓

BUDGET AMENDMENTS AND TRANSFERS

FY 2009

08 DEC 29 PM 1:17

1/6/2009

AMENDMENTS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	526	1146	522	8105	HRMD	Buildings		\$369,500	1
	526	1405	525	8105	Facilities	Buildings	\$369,500		



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 29, 2008
RE: Budget Amendment to move existing budget for Del Valle Clinic to the Facilities Management Department

Human Resources Management Department (HRMD) has submitted a request to move the approved \$369,500 budget to build the new Del Valle Employee Clinic to the Facilities Management Department. The budget was approved during the FY 09 budget process and the construction plan for the clinic was approved by the Commissioners Court on December 16, 2008. The approved budget will remain within the Employee Benefits Fund, but will move from the HRMD Wellness Clinic Division to Facilities Management to expedite the purchasing and construction process. The FY 09 Budget Rules require Commissioners Court approval when moving funds into or out of the budget for the Wellness Clinic Division.

PBO recommends approval of the requested budget admendment.

cc: Alicia Perez, Administrative Operations
Linda Moore Smith, HRMD
Dan Mansour, HRMD
Norman McRee, HRMD
Amy Draper, FM
Julie Marks, Auditor's Office
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office



HRMD *Human Resources Management Department*

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

To: Travis Gatlin
Planning and Budget Office

From: Norman McRee
Human Resources Management Department

Re: Transfer \$369,500 to Facilities Budget from Clinic
Budget
for Construction of Del Valle Clinic

Date: December 29, 2008

The Court approved the construction plan for the Del Valle clinic on December 16, 2008. The FY '09 Clinic budget included \$369,500 for construction costs in account 526-1146-522-8105. The approved plan included transferring this amount to Facilities budget. A new Facilities budget account has been created in the Employee Health Benefit fund for the transfer, account 526-1405-525-8105, project #KDV004 (budget adjustment #14377).

Since the budget rules do not allow automatic transfers to or from the Clinic budget, please place this item on for Court approval as soon as possible.

Thank you for all your help!

Budget Adjustment: 14377

Fyr _ Budget Type: 2009-Reg

Author: 11 - MCREE, NORMAN

Created: 12/29/2008 9:49:49 AM

PBO Category:

Court Date: None

Dept: HUMAN RESOURCE MANAGEMENT

Just: Other

Transfer to Facilities for construction of Del Valle clinic.

From Account	Acct Desc	Project	Proj Desc	Amount
526-1146-522-8105	BUILDINGS			369,500
				369,500
To Account		Project		Amount
526-1405-525-8105	BUILDINGS			369,500
				369,500

KDV004

Approvals


Dept

Approved By

Date Approved

Budget amendment for 1/6/09 Commission's Court agenda.

Travis K Matlin 12/29/09

 12/29/08

F

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

Last Updated 1-2-09 at 4:19pm

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)
 Last Updated 1-2-09 at 4:19pm

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
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
\$605,753 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			

7 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

COUNTY JUDGE'S OFFICE

Please consider the following item for:
01-06-09

08 DEC 29 AM 10:38

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

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

- a) Approve grant application with the Office of the Governor, Criminal Justice Division for the Family Violence Accelerated Prosecution Program in the County Attorney's Office.
- b) Approve Health and Human Services and Veterans Service request to internally fund Comprehensive Energy Assistance Grant Program until fully executed contract is obtained from Grantor.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2009

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
<i>Applications</i>								
<i>a</i>	19	Family Violence Accelerated Prosecution Program	9/1/2009 - 8/31/2010	\$98,842	\$53,223	1.39	¹	6
<i>Other Actions</i>								
<i>b</i>	58	Comprehensive Energy Assistance Program (CEAP)					¹	42

Notes:

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

FY 2009 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received.

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
58	AmeriCorp	\$301,429	\$281,599		20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000			11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928				11/18/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215			12/16/2008
45	Young Offender Planning Grant	\$300,000			3	12/16/2008
		\$837,572	\$351,814		23	

2

FY 2009 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2008

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
37	Office of Community Oriented Policing Program	\$350,738				11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273				11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000				12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000			12/16/2008
58	RSVP	\$61,281	\$6,128		0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800			12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955			1	12/30/2008
		\$3,364,458	\$1,100,047	\$120,000	20.50	

FY 2009 Grants Summary Report Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
Total Outstanding		\$ 330,776	\$ 44,224		8.00	

* Original Grant Column shows Beginning FY'08 Amount

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FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
Total Outstanding		\$517,354.50	\$ -		4.00		

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GRANT SUMMARY SHEET

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

Department/Division:	Travis County Attorney's Office, Family Violence Division
Contact Person/Title:	M. Ellen L. Parsons, LMSW
Phone Number:	512-854-3200 or 512-854-9415

Grant Title:	Family Violence Accelerated Prosecution Program			
Grant Period:	From:	9/1/2009	To:	8/31/2010
Grantor:	The Texas Governor's Office, Criminal Justice Division			

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		98,842		19,678	33,545	152,065
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	98,842	0	19,678	33,545	152,065
FTEs:		1.00		0.39		1.39

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
average number of days to file a family violence type criminal case	60	Under 15				60
Measures For Grant						
	1/1/07-8/31/07 8 months	9/1/07-12/31/07 4 months	1/1/08-11/30/08 11 months			
Outcome Impact Description	Number of FV cases received					

	3497	1614	9829			
Outcome Impact Description	Number of cases where FV MISD filed					
	3007	1182	8678			
Outcome Impact Description						

PBO Recommendation:

This is a grant application to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office. This grant includes 1 FTE prosecutor. PBO has confirmed with the department that space is available for this person (there was an FTE associated with the previous grant as well). The grant match is fulfilled by in kind donations of time of a victim counselor and interns. There is no General Fund cash match or obligation to continue to program if the grant does not continue.

PBO recommends approval of this grant application.

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

The Travis County Attorney's Office seeks to enhance its victim outreach services and increase the efficiency of prosecuting family violence criminal cases.

The high volume of family violence cases, each with a victim needing outreach, combined with a historically slow intake process and the request for trials have contributed to a large backlog of trials in past years.

With VAWA grant funds, the County Attorney was able implement an accelerated prosecution program in March 2007. Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition in the case is reached. Utilizing accelerated prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors. With a streamlined intake process, the County Attorney will reduce the family violence filing days by from 30 days to less than 15 days. Attorneys report that cases were being filed in under 15 days when we last had the grant funding till 11/30/08. Accelerated prosecution has made a significant impact on the filing process.

Furthermore, accelerated prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier, before such evidence might be lost. Accelerated prosecution would also allow for the prosecutorial staff and the victim to build rapport earlier, giving the victim more faith in the criminal justice system and making it less likely that the victim will recant.

Expanding personnel is a critical component of creating a family violence accelerated prosecution program. Implementing an accelerated prosecution program increases the rate of disposition of family violence cases and enhances victim outreach services. Through this grant, we have been allotted funding to hire 1.0 FTE prosecutor for this next contract period from 9/1/2009-08/31/2010.

Another vital component of accelerated prosecution is providing victim advocacy in-court year-round. With the match funded victim counselor and volunteer victim counselor interns providing

services it is anticipated that these victim counselors could provide 500-600 family violence victims outreach services in the grant period.

Through the assistance of grant funds, the Family Violence Division of the Travis County Attorney's Office is taking a multi-disciplinary approach, employing victim counselors and prosecutors, to address the issue of domestic violence. While we seek to increase our prosecution efforts through the implementation of accelerated prosecution, we also recognize the need to provide services to the victims involved in each family violence case the County prosecutes.

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

This current VAWA grant is available 1-year at a time. If the TCAO performs adequately then we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment, and supplies for grant funded employees. The info in the next section provides information about the match required

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

A 35% match for this new grant contract.

The TCAO provides an in-kind match of UT Social Work Volunteer Victim Counselor Interns. Their work provides a total of \$33,545 of in-kind match.

The TCAO also provides a cash-match of 39% of a Victim Counselor position. This position provides \$19,678 of a cash-match.

The Victim Counselor provides supervision to the Victim Counselor Interns which overall is related to the impact of the victim services provided for the outcome of this grant as well.

Should costs result from activities not covered by the grant then the TCAO will access discretionary funds

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

Yes, this grant contract offers a 2% indirect cost allocation.

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

Using accelerated prosecution is a program for the County Attorney that was implemented as a pilot as a result of the last VAWA grant contract. Accelerated prosecution has shown to be a

highly effective process. Accelerated prosecution has cut down filing of family violence cases from an average under 60 days to under 15 days in one year.

The effectiveness of accelerated prosecution has been positive and effective. If this program does not meet the needs of our agency and the community, in the future, then we will likely return to the traditional intake method. The traditional intake method, a primary function of our agency, would not incur additional costs or use of departmental resources

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

It would benefit TCAO to continue with this accelerated prosecution due to its effectiveness mentioned in question number 1. Accelerated prosecution has shown to be a highly effective process. Accelerated prosecution has cut down filing of family violence cases from an average under 60 days to under 15 days in one year

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

Continuing an accelerated prosecution program funded by the grant, the County Attorney seeks to continue reducing the family violence filing days by from under 60 days to under 15 days. Additionally, the 1.0 FTE prosecutor will assist with managing the ever-increasing family violence caseload; the FY09 expected caseload is over 3,700 family violence cases.

Accelerated prosecution creates an opportunity for punishment recommendations and case strategy that start at the date of filing, rather than waiting until the defense attorney places the case on a particular docket, which traditionally has been the jury docket. Ultimately, accelerated prosecution will continue to speed up the disposition of a criminal case with faster filing and continuity of the prosecutorial staff from intake to disposition. Accelerated prosecution is proving to be a vital part of our agency

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

*****HIGH PRIORITY*****

TO: Katie Petersen, PBO
Cc: David Escamilla, TCAO
Randy Leavitt, TCAO
Mack Martinez, TCAO
Jim Connolly, TCAO
Chantelle Abruzzo, TCAO
Amanda Valdes, TCAO
Amy Barba, TCAO
Nisha Sharma, Auditor's Office
DeDe Bell, Auditor's Office
FROM: Ellen Parsons LMSW, TCAO
DATE: 12/23/08
Law Enforcement, Prosecution, Court, and Training Programs Targeting Victims of Domestic Violence, Sexual Assault, and Stalking (formerly known as VAWA) Grant
RE: Application # 2104401

Dear Katie,

The Travis County Attorney's Office is applying to the Law Enforcement, Prosecution, Court, and Training Programs Targeting Victims of Domestic Violence, Sexual Assault, and Stalking (formerly known as VAWA) Grant Application from the Office of the Governor for the time period of 9/1/2009 - 8/31/2010. The funding from the grant will provide TCAO with 1 FTE intake prosecutor for the accelerated prosecution program in the Family Violence Division. The award amount for the application is \$98,842.80.

TCAO is requesting that Commissioner's Court approve the grant application in order to submit the application to the Office of the Governor. It is important that this issue get on the next Commissioner's Court agenda for review on 1/6/2009. The application is due to the Office of the Governor on 1/9/2009.

Enclosed for your review are copies of the required documents for the grant application.

Enclosed for your review are the following documents:

- 1) Application
- 2) Grant Review Summary Sheet
- 3) Resolution

Should you have any questions regarding this grant, please contact me.

Sincerely,

M. Ellen Parsons LMSW
Senior Victim Counselor/Social Worker
office: 512-854-3200, fax: 512-854-9316
Travis County Attorney's Office Family Violence Division

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that the Travis County Attorneys Office operate the Family Violence Accelerated Prosecution Program; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, County Commissioners of Travis County agrees that in the event of loss or misuse of the Criminal Justice Division funds County Commissioners of Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that that the County Commissioners of Travis, Texas approve the submission of the Law Enforcement, Prosecution, Court, and Training Programs Targeting Victims of Domestic Violence, Sexual Assault, and Stalking grant application to the Office of the Governor, Criminal Justice Division for support of the Travis County Attorneys Office's Family Violence Accelerated Prosecution Program.

Signed by: _____
SAMUEL T. BISCOE, County Judge

Passed and Approved this ____ (Day) of _____ (Month), 2009 (Year)

Grant Application Number: 2104401

Agency Name: Travis County
Grant/App: 2104401 **Start Date:** 9/1/2009 **End Date:** 8/31/2010

Project Title: Family Violence Accelerated Prosecution Program
Status: Application Pending Submission

Eligibility Information

Introduction

The Criminal Justice Division (CJD) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click [here](#) to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue.

In addition, CJD requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click [here](#) to view the current TAC, or click [here](#) to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by CJD, applicants must submit their applications according to the requirements provided in the **RFA**. CJD may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC*, §3.7.

Selection Process

All applications submitted to CJD are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC*, §3.7.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of CJD. The receipt of an application for grant funding by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Neither the approval of a project nor any grant award shall commit or obligate CJD in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof.

CJD makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC*, §3.7 and 3.9.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC*, §3.19.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC*, §3.51.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

CJD will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to CJD or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:
746000192

Application Eligibility Certify:
Created on:12/16/2008 10:37:30 AM By: Ellen Parsons

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Updating Grant Officials on Active Grants:

To reassign a grant official - **Authorized Official, Financial Officer, Project Director, or Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants **first**. Next, go to the Request.Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile.Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify.Adjustment tab and click on the 'Certify Adjustment' button to send your request to CJD for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Getting Started

On this tab you will notice a certain icon that is displayed.

-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Travis County
Project Title: Family Violence Accelerated Prosecution Program
Division or Unit to Administer the Project: Travis County Attorney Office Family Violence Division
Address Line 1: Post Office Box 1748
Address Line 2:
City/State/Zip: Austin Texas 78767
Payment Address Line 1: Post Office Box 1748
Payment Address Line 2:
Payment City/State/Zip: Austin Texas 78767-1748
Start Date: 9/1/2009
End Date: 8/31/2010

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Agency:
Title: The Honorable
Salutation: Judge

Project Director

User Name: Ellen Parsons
Email: ellen.parsons@co.travis.tx.us
Address 1: PO Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-3200 Other Phone: 512-854-9415
Fax: 512-854-9316
Agency:
Title: Ms.
Salutation: Ms.

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Agency:
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Ellen Parsons
Email: ellen.parsons@co.travis.tx.us
Address 1: PO Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-3200 Other Phone: 512-854-9415
Fax: 512-854-9316
Agency:
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Introduction

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable).

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.


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Direct Deposit

In order to receive payments from CJD, complete the Vendor Direct Deposit Authorization and Application for Payee Identification Number forms which can be downloaded from the Texas Comptroller's [website](https://fm.xcpa.state.tx.us/fm/forms/index.php) at <https://fm.xcpa.state.tx.us/fm/forms/index.php> and Form W-9 which can be downloaded from the Internal Revenue Services' [website](http://www.irs.gov/) at <http://www.irs.gov/>. Send these completed and signed forms to the Office of the Governor, Financial Services Division, Post Office Box 12428, Austin, Texas 78711.

Getting Started

On this tab you will notice a certain icon that is displayed.

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Organization Type: County

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000192

Data Universal Numbering System (DUNS):

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible.


Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

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Primary Mission and Purpose

The purpose of this funding is to assist in developing and strengthening effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in such cases.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$5,000
- Maximum Award – None
- Grantees, other than Native American tribes and non-profit, non-governmental victim service providers, must provide matching funds of at least thirty-five percent (35%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Prohibitions

Grant funds or program income may not be used to support the following services, activities ,and costs:

1. proselytizing or sectarian worship;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. purchase of vehicles;
5. admission fees or tickets to any amusement park, recreational activity, or sporting event;
6. promotional gifts;
7. food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and that event is not related to amusement and/or social activities in any way;
8. membership dues for individuals;
9. any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state, or local funds (e.g., supplanting), including the Texas Crime Victims Compensation Fund;
10. fundraising;
11. overtime;
12. cash payments to victims;
13. legal assistance and representation in civil matters other than protective orders;
14. legal defense services for perpetrators of violence against women;
15. liability insurance on buildings;
16. major maintenance on buildings;
17. property loss. Grant funds may not be used to reimburse victims for expenses incurred as a result of a crime, such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills;
18. services for programs that focus on children and/or men;
19. activities exclusively related to violence prevention, such as media campaigns to educate the general public about violence against women;
20. criminal defense work, including women who assault kill, or otherwise injure their abusers;
21. to serve any person incarcerated for committing a crime of domestic violence, dating violence, sexual assault, or stalking;
22. relocation expenses. Grant funds may not support expenses for victims of domestic violence, sexual assault, or stalking such as moving household goods to a new location in another State or acquiring furniture or housing in a new location;
23. creation of a voucher program. Grant funds may not support the creation of a voucher program where victims are directly given vouchers for such services as housing or counseling; and
24. Grant funds may not be used to pay for the prosecution of child sexual abuse when the victim is now an adult.

Program Requirements

Preferences – Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Program Requirements – Grant funds can support the following services, activities, and costs:

1. Court services/improvements (including specialized courts except drug courts);
2. Crisis services;
3. Forensic interviews;
4. Investigation;
5. Legal advocacy;
6. Multi-disciplinary teams and case coordination;
7. Peer support groups;
8. Professional therapy and counseling;
9. Prosecution;
10. Protective order assistance;
11. Public presentations;
12. Shelter;
13. Training and technology; and
14. Victim-offender meetings.

Program Emphasis – The applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the State would fall under the “law enforcement” category because the training is to benefit law enforcement.

***Note:** Although each area under the **Program Emphasis** section may not be applicable to all applicants, a numeric value **must** be entered in each box and total no more than 100%. Applicants should enter a zero ('0') in the boxes below even if the area is not applicable to this project.*

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims.

0

Law Enforcement – any public agency charged with policing functions.

0

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders.

100

Court – any civil or criminal court system.

0

Other – any initiative that indirectly affects victims (ex., developing protocols and procedures).

0

Culturally Competent Victim Restoration - Applicants agree to promote collaboration and coordination among local service systems that involve multiple disciplines and support a seamless delivery of a continuum of services that focus on each individuals return to full physical, mental, and emotional health while incorporating an emphasis on cultural competency in underserved populations. An example of this type of approach is advocacy, law enforcement, prosecution, and other government and non-government services working together in a professional environment of cooperation and respect among service providers.

Provide a detailed description of how multiple disciplines within your community (city, county, district, etc.) fit into the restoration process.

Travis County Attorney's Office recognizes its role in having a culturally competent victim-centered approach to restoration in the Travis County community. The County Attorney is in service to the community to hold batterers accountable through the criminal justice process while creating safety for victims of family violence. The County Attorney collaborates with the Family Violence Protection Team to promote family violence victims' restoration through the criminal justice system. The Family Violence Protection Team is made up of the Austin Police Department, SafePlace, Travis County Attorney's Office, Travis County Sheriff's Office, Travis County District Attorney's Office, Texas Rio Grande Legal Aid, and Texas Advocacy Project. The County Attorney works with these agencies by creating a team effort on a community level that seeks to restore family violence victims' faith and willingness to utilize the criminal justice system. Through this collaboration the County Attorney, along with its partners, seek to empower victims of domestic violence to feel like involved-active participants. Victims may be more likely to utilize community services if there is faith and trust in family violence agencies working together. This can help victims to feel they have more options and choices for their safety. Family violence victims may be more likely to feel more safe, empowered, supported, and in control. If a family violence victim feels like an involved-active participant in their options in the criminal justice system, then victims may more likely feel a sense of resolution. This feeling of resolution can help family violence victims to heal and feel empowered to make decisions about their relationships and families.

Forensic Medical Examination Payments – A law enforcement agency that requests a forensic medical examination of a victim of sexual assault shall pay full cost of the examination. Funds may be used to pay for forensic medical examinations performed by trained examiners except that such funds may not be used to pay for the examinations if victims of sexual assault are required to seek reimbursement for such examinations from their insurance carriers. Victims of sexual assault are not required to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical examination or to be reimbursed for charges incurred on account of such an examination.

Polygraph Testing Prohibition – A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders – Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Judicial Notification – Offenders involved in a protection order are not allowed to possess a firearm unless the offender is a peace officer who is actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

Criminal Charges - In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Nondisclosure of Confidential or Private Information – Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Linda Moore Smith

Enter the Address for the Civil Rights Liaison:

Attn: Linda Moore Smith, PO Box 1748, Austin, TX 78767-1748

Enter the Phone Number for the Civil Rights Liaison:

512-854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Law Enforcement, Prosecution, Court, and Training - Domestic Violence, Sexual Assault, Stalking Program Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Travis County Attorney's Office has an agency priority to file family violence cases faster to ensure timely hearing dates, timely dispositions, and increased safety for victims. Victims of family and intimate partner violence face increased danger and risks to their safety during the prosecution phase. Victims of family violence come from a diverse community and they need culturally competent services through the prosecution process.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

The Travis County Attorneys Office agrees with the STOP Violence Against Women Act and recognizes the need to promote restorative justice for victims of family violence in our court system. It is important to recognize the dynamics of family violence and how family violence pertains to women. Early intervention

in violence against women cases, coupled with meaningful penalties and sanctions for offenders, can save lives and prevent further violence. The STOP Violence Against Women Grants Technical Assistance Project (STOP T.A. Project) also recommends accelerated trial schedules and avoiding continuances where possible. This recommendation is based on the knowledge that "victims of domestic violence and stalking often face further and more egregious abuse from their abuser when they participate in criminal processes against him" (Kuriansky, 1998). In FY 2006, the Travis County Attorney's Office filed 30,500 criminal charges, of which 3,619 were family violence cases in County Court #4 (Biscoe p. 110 and p.111). In addition, in FY 2006, the civil division filed 294 protective orders in County Court #4 and 655 protective orders in District Court on behalf of family violence victims. According to projected Travis County statistics the amount of misdemeanor criminal charges and family violence cases filed is rising. In FY 2007, the Travis County Attorney's Office filed approximately 34,735 misdemeanor criminal charges, of which approximately 3,763 were family violence cases in County Court #4 (Biscoe p. 110 and p.111). In addition, in FY 2007, the civil division filed 258 protective orders in County Court #4 and 587 protective orders in District Court on behalf of family violence victims. Research indicates "a victim of domestic violence will often leave her abuser multiple times before she finally escapes the violence" (Browne, p. 261). In fact, "getting out of an abusive relationship can be even more risky than staying in one, since violence often escalates when women try to leave their battering husbands" (Jacobson, p. 236). Because danger can escalate when a victim leaves the relationship and/or during the prosecution of a family violence criminal case, it is imperative to the victim's safety to achieve legal intervention quickly. In 2006 it took the County Attorney on average 38 days to formally review a complaint and file the related family violence criminal charges. Taking over one month to review and file a family violence criminal charge contributes to the delay in prosecuting the criminal case. Travis County has shown improvement filing family violence cases since the inception of the VAWA grant funded intake prosecutors. In 2007, the County Attorney took an average of 14 days to formally review a complaint and file the related family violence criminal charges. Through VAWA grant funding our grant funded prosecutors have accelerated the County Attorney's ability to address the prosecution of family violence cases faster. A VAWA grant funded intake prosecutor, Dimple Malhotra, has noticed improvements for family violence cases being filed at a faster rate. Ms. Malhotra reported that it takes on average 24 hours for the County Attorney to get a 911 tape from Austin Police Department for the prosecution file. Previous to VAWA grant funded prosecutors being hired, it took the County Attorney a couple of months to get 911 tapes. Also, Austin Police photos are currently being ordered and received by the grant funded intake attorneys in under a week. Family Violence intake attorneys are now able to assess if family violence cases should be enhanced to felonies, stay as misdemeanors, dismissed or lowered at the intake level at a faster rate. Ms. Malhotra has a background in domestic violence training where she can take time to assess if an appropriate arrest has been made. Having a prosecutor that is that trained domestic violence advocacy and women's issues has been particularly helpful. The County Attorney's Office can assess and prosecute a case correctly from the beginning intake level. "In order for the violence to stop, the batterer must be held totally accountable for it.... Accountability requires a responsive criminal justice system. There are many factors that influence the responsibility of this system and its ability to make contact with the women who require its services" (Jacobson, p. 210-211). Ms. Malhotra reports that she feels her role positively impacts the prosecution because cases are filed much faster and the cases are prepared ready for negotiations with defense attorneys sooner. Thus, dispositions can be negotiated allowing for accountability of batterers to be addressed sooner. Ms. Malhotra reports that since cases are prepared and filed sooner, the prosecution process can allow more safety and closure for a victim. Citations: Biscoe, S.M. (September 25, 2007). Fiscal Year 2008 Budget: Volume I-Adopted Budget. Planning and Budget Office: Travis County, Texas. Biscoe, S.M. (September 26, 2005). Fiscal Year 2007 Budget: Volume I-Adopted Budget. Planning and Budget Office: Travis County, Texas. Browne, A. & Bassuk, S. (April 1997). Intimate Violence in the Lives of Homeless and Poor House Women. American Journal of Orthopsychiatry, 67(2), p. 261-278. Jacobson, N. & Gottman, H. (1998) When Men Batterer Women: New Insights into Ending Abusive Relationships. Simon & Schuster: New York, Ny. Kuriansky, J.A. (Editor) (February 1998). Assessing Justice System Response to Violence Against Women: A Tool for Law Enforcement, Prosecution and the Courts to Use in Developing Effective Responses. Promising Practices Initiative, STOP Violence Against Women Grants Technical Assistance Project. <http://www.vaw.umn.edu/documents/promise/pplaw/pplaw.html#id74122>

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Community Plan for Travis County notes that "arrest rates for family violence in Austin have increased, as outreach efforts and an improved criminal justice system response are increasing victims' confidence in reporting these crimes" (CJAC p. 26). Furthermore, the Community Plan for Travis County identifies three problem areas related to domestic violence that this grant project seeks to address. Problem statement number six, under the "Criminal Justice and Law Enforcement" section of the Community Plan states, "There is an inequity in addressing the systemic issue of domestic violence" (CJAC p. 15). From a criminal justice perspective, the Travis County Attorney's Office seeks to contribute

services and programs aimed at alleviating the issue of domestic violence. Through the implementation of an accelerated prosecution program and increasing family violence staff, our agency seeks to develop a more efficient approach to addressing the issues of family violence in the community. With faster prosecution of family violence crimes, the County Attorney's Office intends to reinforce victims' confidence in reporting the crime. Problem statement number three, under the "Victim Services" section of the Community Plan states, "Victims need access to current and accurate information, services delivered in a compassionate manner, connection to supportive services, and continuity of support during the investigation and prosecution phases of the criminal justice process" (CJAC p.32). Victim counselor staff will directly increase the accessibility and continuity of services to family violence victims. With additional victim counselors, our agency will be able to expand services to a greater number of victims, thus increasing their safety. Citation: Criminal Justice Advisory Committee (2005). Travis County FY 2005-2006 Community Plan for Coordination of Criminal Justice and Related Activities. Capital Area Council of Governments: Travis County, Texas.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The Travis County Attorney's Office seeks to expedite the processing of cases so that victim restoration can begin and safety can be facilitated for women and the community.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Travis County Attorney's Office seeks to increase the safety of family and intimate partner violence victims by streamlining the prosecution process. The Travis County Attorney's Office has an agency priority to file family violence cases faster to ensure timely hearing dates, timely dispositions, and increased safety for victims. Victims of family and intimate partner violence face increased danger and risks to their safety during the prosecution phase. In FY 2006, the Travis County Attorney's Office filed 30,500 criminal charges, of which 3,619 were family violence cases in County Court #4. In addition, in FY 2006, the civil division filed 294 protective orders in County Court #4 and 655 protective orders in District Court on behalf of family violence victims. According to projected Travis County statistics the amount of misdemeanor criminal charges and family violence cases filed is rising. In FY 2007, the Travis County Attorney's Office filed approximately 34,735 misdemeanor criminal charges, of which approximately 3,763 were family violence cases in County Court #4. In addition, in FY 2007, the civil division filed 258 protective orders in County Court #4 and 587 protective orders in District Court on behalf of family

violence victims. A high volume of cases, each with a victim needing outreach, and the frequent request for trials has resulted in delayed dispositions. Research recommends that because of the increased risk a victim experiences during the prosecution of a family violence criminal case, it is imperative to the victim's safety to achieve legal intervention in the case as quickly as possible. Through grant funds, the County Attorney seeks to continue an accelerated prosecution program. By using the same prosecutorial team from the time a complaint is reviewed until a final disposition in the case is reached, the traditional intake process is avoided. Accelerated prosecution allows for prosecutors to marshal evidence sooner, plan case strategy earlier and make recommendations for punishment. It also allows the prosecutorial staff to build rapport earlier with the victims, giving them more participation and faith in the criminal justice system. Earlier contact also provides victims outreach at a critical time when immediate safety issues are a concern. Expanding personnel is a critical component to creating a family violence accelerated prosecution program. The Travis County Attorney's Office seeks to expedite the processing of cases so that victim restoration can begin and safety can be facilitated. Because of the heightened danger posed to victims during the prosecution process, we seek to reduce the risk that victims face by quickly prosecuting the related criminal case.

Project Activities Information

Introduction






The **Project Activities** section of the application gathers information about the type of activities your project will incorporate.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **red delete** icon - click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):

0
 Domestic Abuse Percentage (%):
 100
 Child Abuse Percentage (%):
 0
 DUI / DWI Crashes (%):
 0
 Survivors of Homicide (%):
 0
 Assault (%):
 0
 Adults Molested as Children (%):
 0
 Elder Abuse (%):
 0
 Robbery (%):
 0
 Stalking (%):
 0
 Other Violent Crimes (%):
 0

Description of Other Violent Crimes - If you selected **Other Violent Crimes** above, provide a brief description of the types of other violent crime victims served. Examples include: federal crimes, gang violence, hate/bias crimes, economic exploitation, or fraud.

Enter a description:

Ineligible Activities and Costs

The *Texas Administrative Code* contains information regarding ineligible activities applicable to funded projects. For a description of all of the ineligible activities and costs, please click on the **Information** icon.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Legal Advocacy	25.00	In general, a family violence victim counselor and victim counselor interns will continue to perform the following legal advocacy tasks: 1) assess a victim's safety and provide safety planning; 2) seek victims' input on family violence criminal cases; 3) provide victims with information regarding their rights; 4) inform victims on the status of a criminal case; 5) provide in-court accompaniment; 6) provide referrals to services and agencies, such as Crime Victims' Compensation; 7) assist with application assistance for a protective order.
Prosecution	75.00	Family violence attorneys will continue to perform the following prosecution tasks: 1) review family violence and related criminal complaints; 2) file formal criminal charges for crimes directly related to family violence; 3) make punishment recommendations; 4) develop case strategy that starts at the date of filing; 5) perform negotiation; 6) prepare cases for trial; 7) collect, organize and prepare evidence and other legal materials. Through the implementation of a streamlined intake process, our office will decrease the amount of time it takes to prosecute a family violence criminal case, thereby enhancing the safety of victims we serve.

Geographic Area:

Geographically, the Travis County Attorney's Office serves the 888,185 residents within the borders of Travis County (CJAC pg.1). While the majority of Travis County residents reside within the City of Austin, this area also includes 15 cities and towns, such as Pflugerville, Lakeway and Lago Vista. "According to the

Community Action Network, from 2004-2005, Travis County's population grew by 39,536 people to 888,185, making it the 52nd largest county in the U.S" (CJAC pg. 1). Citation: Criminal Justice Advisory Committee (February 2007). Travis County Community Plan for Coordination of Criminal Justice and Related Activities Victim Services Addendum. Capital Area Council of Governments: Travis County, Texas.

Target Audience:

While the Travis County Attorney's Office serves all of Travis County residents, this program specifically targets perpetrators of family violence and their related victims through our prosecution efforts.

Gender:

According to the 2006 Crime in Texas report, 200,722 persons were victim of family violence in Texas (TDPS p. 48). In 2006, 196,942 persons were identified as offenders in incidents of family violence in Texas (TDPS p. 48). The 2006 Crime in Texas report notes that "of the offenders whose sex was known, 78 percent were male and 22 percent were female (TDPS p. 48). Similarly, of the victims whose sex was known, 24 percent were male and 76 percent were female" (TDPS p. 48). The Travis County Attorneys Office typically experiences male offenders of family violence and female victims.

Ages:

According to the 2006 Crime in Texas report, victims of family violence are typically between the ages of 20-to-24 years old (TDPS p. 48). Texas Department of Public Safety (2006). 2006 Crime in Texas: The Texas Crime Report. Texas Department of Public Safety, Crime Records Service, Crime Information Bureau, Uniform Crime Reporting: Austin, Texas.

Special Characteristics:

In 2006, the largest percentage of family violence reports in Texas was between married spouses. The second most commonly reported relationship among offenders and victims was common-law spouse and the third most common relationship was other family member (TDPS p. 47). 47.6% of all family violence cases, in 2006, involved relationships that were described as husband, wife, common-law husband, common-law wife, ex-husband, or ex-wife (TDPS p. 47). The largest percentages of this group were wife at 20.1% and common-law wife at 15.7% (TDPS p. 47).

Measures Information

Introduction


The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page.




Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of times survivors are accompanied to court.	550	700
Number of sexual assault, domestic violence and / or stalking cases filed.	3500	3500
Number of survivors assisted through the legal process.	550	700
Number of survivors assisted with crime victim compensation applications.	20	50
Number of survivors receiving information and / or referral (in person / by phone).	550	700
Number of volunteers trained to provide direct assistance to victims / survivors.	2	2
Number of sexual assault, domestic violence, and / or stalking cases referred.	3500	3500
Number of survivors contacted regarding court ordered restitution.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of charges dismissed or acquitted.	250	300
Number of children placed with a permanent care provider (for CASA programs).	0	0

Number of cases resulting in conviction or deferred adjudication.	600	700
Number of survivors receiving partial court ordered restitution.	0	0
Number of survivors receiving full court ordered restitution.	0	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Documents Information

Introduction


The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;

2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Travis County utilizes an independent auditor (i.e. Deloitte & Touche LLP) to report on compliance and monitoring internal control over compliance applicable to each major federal and state award program. The County adheres to auditing standards outlined by the Comptroller General of the United States, specifically OMB Circular A-133, Audits of States, Local Governments, and Non-Profits Organizations, and the State of Texas Single Audit Circular (p.3, Travis County).

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Reponse:

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2008

Enter the End Date [mm/dd/yyyy]:

9/30/2009

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

8838099

Enter the amount (\$) of State Grant Funds:

2369120

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes
- No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the Date of the Last Single Audit

9/30/2007

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;

- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Linda Moore Smith, Human Resources Management Department, 1010 Lavaca St., Austin, TX 78704

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses unenumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for CJD grant funds.

Note: If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Introduction






This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **plus** icon – click on this icon to expand a list of items.
-  = a **minus** icon – click on this icon to collapse a list of items.
-  = a **new** icon – click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	1 FTE Intake Attorney for the Travis Co Attorney's Office Family Violence Div. An intake attorney files cases of family violence in a faster capacity then formerly accomplished. This process results in accelerated prosecution which helps cases be filed sooner and	\$81,234.00	\$0.00	\$0.00	\$0.00	\$81,234.00	100

		evidence be provided sooner. Accelerated prosecution also results in better rapport with victims and dispositions of cases. Travis Co benefits from the intake attorney because it helps the prosecution process.						
Personnel	Counselor and/or Therapist (licensed)	Victim Counselor Position (39% of position for Match). The victim counselor works with victims of Family Violence cases. The Victim Counselor provides support, education, resources, to victims of family violence within Travis Co Court 4. The victim counselor position increases the speed of prosecution by gathering victim input to support the court case. The victim counselor position supervises volunteer interns and part-time victim counselors on the grant. The victim counselor position also supervises grant administration and attends community meetings and trainings.	\$0.00	\$19,678.05	\$0.00	\$0.00	\$19,678.05	39
Personnel	Counselor and/or Therapist	1 part-time Victim Counselor that	\$7,304.40	\$0.00	\$0.00	\$0.00	\$7,304.40	100

	(non-licensed)	provides support, education, and resources for victims of family violence over the Summer months by providing 360 hours. The intern/volunteer victim counselor position increases the speed of prosecution by gathering victim input to support the court case.							
Personnel	Counselor and/or Therapist (non-licensed)	Another 1 part-time Victim Counselor that provides support, education, and resources for victims of family violence over the Summer months by providing 360 hours. The intern/volunteer victim counselor position increases the speed of prosecution by gathering victim input to support the court case.	\$7,304.40	\$0.00	\$0.00	\$0.00	\$7,304.40	100	
Personnel	Counselor and/or Therapist (non-licensed)	1 Intern/Volunteer Victim Counselor that provides support, education, and resources for victims of family violence in Travis Co Court 4. The intern/volunteer victim counselor position increases the speed of prosecution by gathering victim input to support the court case. The intern provides 960 for	\$0.00	\$0.00	\$16,772.50	\$0.00	\$16,772.50	100	

		an in-kind match of \$17.47 an hour from Sept 2009-May 2010.							
Personnel	Counselor and/or Therapist (non-licensed)	A 2nd Intern/Volunteer Victim Counselor that provides support, education, and resources for victims of family violence in Travis Co Court 4. The intern/volunteer victim counselor position increases the speed of prosecution by gathering victim input to support the court case. The intern provides 960 for an in-kind match of \$17.47 an hour from Sept 2009-May 2010.	\$0.00	\$0.00	\$16,772.50	\$0.00	\$16,772.50	100	
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training and travel consist of CEUs for victim counselor positions and CLEs for the intake attorney position.	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0	

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries.

For further information regarding matching funds refer to *1 TAC*, §3.3; for program income refer to *1 TAC*, §3.73 and §3.87.



Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the

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Getting Started

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
1 victim counselor intern's volunteer hours. 960 hours at a rate of 17.47 an hour.	In Kind Match	\$16,772.50
A second victim counselor intern's volunteer hours. 960 hours at a rate of 17.47 an hour.	In Kind Match	\$16,772.50
Travis County funded Victim Counselor that provides cash match.	Cash Match	\$19,678.05

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$53,223.05	\$19,678.05	\$33,545.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$95,842.80	\$19,678.05	\$33,545.00	\$0.00	\$149,065.85
Travel and Training	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$98,842.80	\$19,678.05	\$33,545.00	\$0.00	\$152,065.85

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
--------------------	----------------	------------	------------------

You are logged in as **User Name:** eparsons



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 29, 2008

RE: HHS & VS Request to continue funding the Comprehensive Energy Assistance Program (CEAP) with internal resources until a fully executed contract is received from the grantor

Health and Human Services and Veterans Service requests that the Commissioners Court approve the internal funding of the Comprehensive Energy Assistance Grant Program until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs. CEAP utilizes grant funds from the Texas Department of Housing and Community Affairs to provide weatherization repairs for low income persons.

Travis County has received this grant for many years, and it is very likely that the County will receive this grant again for FY 09. However, this grant has a long history of delays in receiving a fully executable contract and has often required the County to continue the program with County funds until the contract became available. This is not a traditional permission to continue grant item since there are no FTE budgeted for the grant. An estimated \$170,000 in existing internal operating funds will be redirected in order to continue the program until the FY 09 contract is in place. Once in place, the expenditures made before the contract is executed will be reclassified and the General Fund will be reimbursed for the appropriate expenditures.

PBO recommends Commissioner Court approval of this request to avoid a gap in service.

cc: Sherri Fleming, Health and Human Services and Veterans Services
Kathleen Haas, Health and Human Services and Veterans Services
Lisa Sindermann, Health and Human Services and Veterans Services
Kimberly Walton, Travis County Auditor's Office
Ellen Heath, Travis County Auditor's Office
Mary Etta Gerhardt, County Attorney's Office
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office



**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 23, 2008

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of the Request to use general fund operating allocations temporarily to continue services for the 2009 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs

Proposed Motion: Consider and take appropriate action on the request to continue services of the Comprehensive Energy Assistance Program (CEAP) in the 2009 calendar year with internal HHSVS resources until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs.

Program Summary: The department has requested permission to continue these services and use general fund operating resources for the past six years regarding this grant program received from the Texas Department of Housing and Community Affairs. It has become necessary to implement this practice as historically the grant contract from the Texas Department of Housing and Community Affairs is not ready for execution until sometime in the first or second quarters of the new program period.

For the CEAP program, the delay in approving the contract would adversely impact residents seeking utility assistance in the winter months when they are experiencing an energy-related need and/or repair or replacement of the household appliances. The CEAP grant is one of the largest funding sources used for qualified residents of Travis County experiencing hardships due to rising energy costs and need. With the use of the departmental general fund operating resources over the past six years, the

department has had the opportunity to assist clients following the guidelines of the CEAP program beginning in early January of each year. The general fund expenditures identified as CEAP are reclassified into grant expenses when there is a fully executed grant contract. In the current program year, funds from the CEAP grant were used to assist more than 1,153 households within Travis County to date.

Budgetary and Fiscal Impact: The department will reallocate funds from the Family Support Services general fund rent assistance line item (001-5854-611-6241) into the general fund utility assistance line item (001-5854-611-6231) to maintain utility assistance for qualified clients per the CEAP program guidelines in January 2009. The estimated dollar amount is \$150,000. This figure is an estimate of the reclassifications needed to continue services during the beginning of the 2009 grant period. The department will also use approximately \$20,000 from the Housing Services line items of contracted services (001-5857-611-6277) and supplies (001-5857-611-6278) to assist clients with repair, replacement or retrofit of the household's heating and cooling appliances. It is anticipated the 2009 CEAP contract will be available for approval by the end of March 2009.

All of the appropriate general fund expenditures will be reclassified as CEAP grant expenditures when the grant budget is established by the County Auditors office, resulting in a zero impact on the general funds resources. No matching funds are required. The department anticipates a contract with an approximate allocation of \$3,100,000. will be available. This is approximately four times the amount received for this grant in the 2008 grant period. The current contract period is from 01-01-08 and ends 12-31-08.

Issues and Opportunities: The department uses CEAP funds for direct assistance for qualified clients in Travis County, allowable administrative and case management costs, and allowable direct services support costs for outreach. The grant allows the department to provide assistance to clients who are experiencing an energy-related hardship. This program is designed to assist clients in obtaining energy self-sufficiency and is consistent with the goal of the Travis County Health and Human Services and Veterans Service Department.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Budget Analyst, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Andrea Colunga Bussey, Division Director, Family Support Services
Deborah Britton, Division Director, Community Services

8

Travis County Commissioners Court Agenda Request

RECEIVED
COUNTY CLERK'S OFFICE

08 DEC 30 AM 10:52

Voting Session January 6, 2009
(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 \$806,849.20, for the period of December 19, 2008 to December 25, 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
Rodney Rhoades	854-9106

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: January 6, 2009

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 19, 2008 to December 25, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$806,849.20

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 \$806,849.20.

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 19, 2008 TO DECEMBER 25, 2008**

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

Last Updated 1-2-09 at 4:19pm

DATE: January 6, 2009
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 19 2008
TO: December 25, 2008

REIMBURSEMENT REQUESTED: \$ 806,849.20

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,198,094.58
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 30, 2008	\$ (391,245.55)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 806,849.20
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 806,849.20

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 \$79,550.00) 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 (\$109,546.14) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$16,535.14.

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.

UNAVAILABLE TO SIGN
Linda Moore Smith, Director Date

UNAVAILABLE TO SIGN
Dan Mansour, Risk Manager Date

Cindy Purinton 12/29/08
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 12/29/08
Norman McRee, Financial Analyst Date

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



dated 1-2-09 at 4:19pm

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

Date: January 6, 2009

To: Susan Spataro, County Auditor

From: Norman McRee, HR Financial Analyst
Human Resources Management Department

Subject: HR Director and Risk Manager Unavailable to
Sign Recommendation for Transfer of Funds
For Period December 19, 2008 – December 25, 2008

Linda Moore Smith and Dan Mansour, HR Director and Risk Manager, respectively, are out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period December 19, 2008 – December 25, 2008.

All appropriate reviews and audits have been performed on claims for the above period.

Last Updated 1-2-09 at 4:19pm

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: 2008-12-26 REQUEST AMOUNT: \$1,198,094.58

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038
 FUNDING ABA NUMBER: 021000021
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE
 ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-12-24	\$840,030.68
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,098,687.32
+ CURRENT DAY NET CHARGE:	\$99,407.26
+ FUNDING ADJUSTMENTS:	\$00.00
	<hr/>
REQUEST AMOUNT:	\$1,198,094.58

ACTIVITY FOR WORK DAY: 2008-12-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$424,435.85	\$00.00	\$424,435.85
TOTAL:	\$424,435.85	\$00.00	\$424,435.85

ACTIVITY FOR WORK DAY: 2008-12-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$144,566.90	\$00.00	\$144,566.90

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_12_25

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-128.24	NN	1915631	AA		9 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-128.74	NN	1643916	AA		1 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-142.97	NN	1723900	AA		1 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-144.95	NN	1860409	AA		1 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-156.97	NN	1184363	AA		5 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-164.24	NN	1723728	AH		1 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-167.38	NN	1991478	AA		5 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-171.82	NN	1895850	AH		1 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-185.88	NN	1435752	AH		6 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-185.88	NN	1071567	AA		1 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-216.66	NN	1723651	AA		9 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-284.35	UT	80911304	AE		7 2/5/2008	50	12/24/2008	12/25/2008
701254	632	-325.5	NN	1679663	AH		9 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-395.46	NN	1388135	AE		9 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-465	Q6	41558202	AA		9 12/17/2008	50	12/23/2008	12/25/2008
701254	632	-548.17	NN	1071940	AH		8 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-855.84		25 141330	AA		8 12/22/2008	50	12/24/2008	12/25/2008
701254	632	-1442.33	NN	1234867	AA		1 12/25/2008	200	12/22/2008	12/25/2008
701254	632	-5459.19		25 140883	AH		6 12/18/2008	50	12/22/2008	12/25/2008

806,849.20

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 12/25/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/25/2008

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	79,311.74
	RR	
	526-1145-522.45-29	19,520.76
Total CEPO		\$98,832.50
<i>EPO</i>		
	EE	
	526-1145-522.45-20	176,731.37
	RR	
	526-1145-522.45-21	132,649.38
Total EPO		\$309,380.75
<i>PPO</i>		
	EE	
	526-1145-522.45-25	353,637.11
	RR	
	526-1145-522.45-26	44,998.84
Total PPO		\$398,635.95
Grand Total		\$806,849.20

Plan Sponsor Agreement and New Account Form

1. INTRODUCTION

This **Plan Sponsor Agreement and New Account Form** ("Account Application") is entered into by and among _Wells Fargo Bank, National Association_ as the trustee or custodian ("Trustee/Custodian") of the _Travis County 457 (b) Deferred Compensation Plan_ ("Plan"), _Travis County, Texas_ ("Plan Sponsor") as the Plan Sponsor of the plan, and the Plan's Recordkeeper ("Recordkeeper").

The Trustee/Custodian has been directed by the Plan Sponsor to enroll the Plan in the **TD AMERITRADE Self-Directed Brokerage Account** provided through TD AMERITRADE, Inc. ("TD AMERITRADE") as part of the Recordkeeper's suite of recordkeeping services. By filling out the information on this form and signing this Account Application, the Plan Sponsor acknowledges that the Plan (or the related trust or custodial account agreement, as applicable, if any ("Trust")) permits the Plan Sponsor to direct the Trustee/Custodian to establish a Plan-level brokerage account ("Plan-level Account") at TD AMERITRADE and to allow the Participants of the Plan who execute an TD AMERITRADE Individual Account Application ("TD AMERITRADE Individual Account Agreement") with and accepted by TD AMERITRADE ("SDA Participants") to establish an individual account with TD AMERITRADE.

This Account Application constitutes the terms and conditions governing the account(s) established by the Trustee/Custodian at the direction of the Plan Sponsor.

2. PLAN SPONSOR INFORMATION

Plan Sponsor Name Travis County, Texas	Plan Number unknown	Plan Sponsor Tax ID Number 74-6000192	
Type of Business Local Government	State of Incorporation Texas		
Contact Norman McRee	Title Chairman, Deferred Comp Oversight Committee	Phone 512-854-4821	
Street Address P. O. Box 1748	City Austin,	State TX	Zip Code -787671478

Plan Sponsor (*check one*)

Does wish to receive duplicate statements.

Does Not wish to receive duplicate statements.

Check here if the firm is a registered broker/dealer.

If so, please submit a blanket 407 compliance letter along with this form.

3. PLAN INFORMATION

Plan Name Travis County 457 (b) Deferred Compensation Plan	Plan Tax ID Number 73-0948330		
Date Plan Established August 15, 1980	Type of Plan 457 (b) deferred compensation		
Total Plan Assets \$32,000,000.00	Number of Participants 2,028	Plan Year End December 31	

4. TRUSTEE / CUSTODIAN INFORMATION

Name Wells Fargo Bank National Association	Tax ID Number	State of Incorporation	
Contact	Title	Phone	
Street Address	City	State	Zip Code

Plan Trustee (*check one*)

Does wish to receive duplicate statements.

Does Not wish to receive duplicate statements.

5. ACCOUNT ESTABLISHMENT

The Plan-level Account shall be established in the name of the Trustee/Custodian for the interest of the Plan. In addition, separate self-directed brokerage accounts shall be established in the name of the Trustee/Custodian for the interest of the Plan related to each SDA Participant who executes an electronic TD AMERITRADE Individual Account Agreement (each, a "Participant Account"). In addition to the provisions of this Account Application and the Services Agreement, as applicable, each Participant Account shall be subject to the Client Agreement of the TD AMERITRADE Individual Account Agreement executed by the SDA Participant.

The Plan Sponsor, pursuant to the Plan, has directed the Trustee/Custodian to execute this Account Application under which TD AMERITRADE is authorized to act upon the instructions of each SDA Participant pursuant to the Client Agreement of this Account Application and the TD AMERITRADE Individual Account Agreement. The Trustee/Custodian, acting pursuant to the direction of the Plan Sponsor, authorizes TD AMERITRADE to act on instructions received from a SDA Participant pursuant to the SDA Participant's TD AMERITRADE Individual Account Agreement.

6. MONEY FUND

All credit balances will automatically be swept daily to the TD Asset Management USA Funds Money Market Portfolio. Before investing in a fund, be sure to carefully consider the particular fund's investing objectives, risks, charges, and expenses involved. For this and other important information, read the fund's prospectus, which can be obtained by contacting a TD AMERITRADE Corporate Services representative at 866-766-4015. Please read carefully before investing. Money market mutual funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although the funds seek to preserve their value of your investment at \$1 per share, it is possible to lose money by investing in a money market mutual fund.

7. MONEY FUND AGREEMENT

I certify by signing below that I am of legal age and capacity, and have legal authority to execute this application. I have access to a current Prospectus or Terms and Conditions for the money market account selected and agree to the Terms and Conditions herein and those in the current Prospectus. It is my responsibility to read the prospectus of any fund into which I exchange.

Balances held in the brokerage account are covered by the Securities Investor Protection Corporation (SIPC) for up to \$100,000. TD AMERITRADE, Inc. is a member of the SIPC, which protects securities customers of its members up to \$500,000 (including \$100,000 for claims for cash). Explanatory brochure available upon request or at www.sipc.org.

Up to an aggregate of \$250 million of additional securities protection, of which \$900,000 may be applied to cash, is provided by London insurers, also limited to a combined return to any client from a Trustee, SIPC and London of \$150 million. This coverage provides you protection against brokerage insolvency and does not protect against loss in market value of securities.

8. TD AMERITRADE ACCOUNT TRADING

Investment options for the Plan-level and Participant Accounts do not include the Excluded Transactions set forth on the attached Exhibit A, which is part of this Account Application.

9. DELEGATION OF AUTHORITY TO RECORDKEEPER

By signing this Account Application, the Trustee/Custodian acknowledges that: Recordkeeper has the ability to instruct TD AMERITRADE with respect to the establishment of the Plan-level Account and multiple Participant Accounts; and the Trustee/Custodian, as directed by the Plan Sponsor, has the authority to delegate additional powers to Recordkeeper. The following additional powers are hereby delegated to Recordkeeper by the Trustee/Custodian:

A. Relay Trading Authorization. Instruct TD AMERITRADE to execute trades in the Plan-level Account under limited circumstances and to liquidate Plan-level Account assets upon instruction from the Plan Sponsor.

B. Disbursement Authorization to Account Registration. Instruct TD AMERITRADE to disburse Plan funds to accounts that are registered to the Trustee/Custodian(s) at TD AMERITRADE or another financial institution.

Relay Trading Authorization. Recordkeeper may direct TD AMERITRADE as to the investment of the Plan-level Account under limited circumstances, as to the liquidation of any such Account as needed, and to take other actions necessary or incidental to the execution of such instructions. TD AMERITRADE, and other persons to whom TD AMERITRADE has given instructions in order to implement Recordkeeper's instructions, may rely on Recordkeeper's instructions without obtaining any approval, counter-signature, or co-signature. In the limited situations described above, Recordkeeper's authority will include, without limitation:

- the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options, mutual fund shares, evidences of indebtedness, and any other securities, instruments or contracts relating to securities, subject to the restrictions set forth in Exhibit A; and
- where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over, and deliver any assets held in the Plan-level Account and to make, execute, and deliver any and all written instruments of assignment and transfer.

Authority to Disburse to Account Registration. Recordkeeper may direct TD AMERITRADE to remit checks, wire funds and otherwise make disbursement of funds held in the Plan-level Account to banks and other financial institutions for the Plan's benefit. Accordingly, TD AMERITRADE is authorized to take such actions, upon Recordkeeper's written instructions.

The Trustee/Custodian may revoke this delegation of authority at any time by giving written notice to TD AMERITRADE.

By signing this Account Application, the Trustee/Custodian authorizes TD AMERITRADE to provide to Recordkeeper information regarding the Plan-level Account and the Participant Accounts.

Authority to Sign Ancillary Agreements. Recordkeeper may sign and deliver to TD AMERITRADE any ancillary agreements required by TD AMERITRADE to be signed and delivered on behalf of the Trustee/Custodian in connection with the administration of the Plan's accounts with TD AMERITRADE.

10. AGREEMENT OF TRUSTEE/CUSTODIAN AND PLAN SPONSOR

The Trustee/Custodian, by signing this Account Application at the direction of the Plan Sponsor, hereby requests that TD AMERITRADE open the Plan-level Account and also a Participant Account for the benefit of each SDA Participant. All parties hereto shall be bound by the terms of this Account Application (which includes the TD AMERITRADE Individual Account Agreement executed by any SDA Participant and other written agreements, if any, between the Plan Sponsor, the Trustee/Custodian or Recordkeeper, and TD AMERITRADE).

The Plan Sponsor certifies that the Trust underlying the Plan (if any) is not subject to backup withholding because the Plan is an organization exempt from federal income tax under Internal Revenue Code.

Each party represents, warrants and certifies that the representations made by it in this Account Application are true, complete and accurate. The Plan Sponsor and the Trustee/Custodian each represent, warrant and certify that the Trust (if any) is in full force and effect and has not been revoked, modified or amended in any manner which would cause the representations made by each as contained in this Account Application to be inaccurate or incorrect. TD AMERITRADE will rely on this Account Application and upon the representations made herein unless and until it receives a written notice of changed Trustee/Custodian or written notice of any events affecting the Plan Sponsor's powers described above. The Plan Sponsor agrees to send written notice promptly to TD AMERITRADE of any change in Trustee/Custodian, or any amendment or modification to the Trust which would cause the representations contained in this Agreement to be or become inaccurate or of the occurrence of any event which would affect the Trust's revocability, the Trustee/Custodian's or the Plan Sponsor's powers or any representations made in this Agreement.

TD AMERITRADE's liability, if any, for the performance of the brokerage services and related services is exclusively set forth in the TD AMERITRADE Client Agreement, which are part of this Account Application and TD AMERITRADE's Individual Account Agreement with each of the SDA Participants. TD AMERITRADE shall have no liability to the Plan Sponsor, the Trustee/Custodian, the Plan, or any of its Participants with respect to the performance or non-performance of the services of any third party. In no event shall TD AMERITRADE be liable to Plan Sponsor, the Trustee/Custodian, the Plan or any of its Participants for any special, incidental, indirect, punitive, exemplary, or consequential damages.

The representations and obligations stated herein shall survive termination of the Trust (if any) and the Individual Account Agreements relating to the Participant Accounts. **To the extent allowed by applicable state law**, the indemnifications provided in this Account Application are made by the Plan Sponsor, the Trustee/Custodian and TD AMERITRADE, respectively, as applicable, and shall not be limited by the Plan Sponsor's or the Trustee/Custodian's documentation concerning the representations made herein.

Responsibility for Investment Decisions. The Plan Sponsor and the Trustee/Custodian each acknowledge and agree that

- TD AMERITRADE will merely execute trades as directed by Participant or Recordkeeper acting on behalf of the Plan Sponsor or Trustee/Custodian in accordance with a delegation of authority acceptable to TD AMERITRADE;
- TD AMERITRADE does not give legal or tax advice, and will not advise the Plan Sponsor, the Trustee/Custodian, or Recordkeeper concerning the nature, potential value, or suitability of any particular security, transaction or investment strategy;
- TD AMERITRADE is not acting as a fiduciary;
- The Plan Sponsor (and not TD AMERITRADE) is responsible for investigating and selecting the Plan's recordkeeper;
- Recordkeeper is not affiliated with or controlled or employed by TD AMERITRADE, and TD AMERITRADE has not approved, recommended or endorsed Recordkeeper;
- TD AMERITRADE has no duty to supervise or monitor trading by Plan or Participant in the Plan-level Account or any Participant Account;
- TD AMERITRADE has no duty to review the documents under which the Plan is maintained, to update these documents, or to request a determination letter from the Internal Revenue Service concerning the Plan documents;
- TD AMERITRADE has no duty to determine or review allocations of contributions among Participants, or to perform any recordkeeping functions for the Plan; provided that the foregoing shall not affect TD AMERITRADE's obligations to furnish accurate account statements to Participants and Recordkeeper, and to provide certain information to the Trustee/Custodian;
- TD AMERITRADE has no duty to review Plan investments for compliance with ERISA (including determining whether any investments constitute prohibited transactions under ERISA) or to determine whether Plan investments will result in exposure to the tax on unrelated business taxable income, or to review the Plan documents to determine whether any investment instructions are in accordance with the terms of the Plan other than to review the transaction for compliance with the previously agreed limitations;

- TD AMERITRADE has no duty to assist in complying with any obligations that may be imposed under ERISA, including, without limitation, the reporting, Participant disclosure or bonding requirements of ERISA (except with respect to the furnishing of account statements to Participants and Recordkeeper and such reporting obligations to the Trustee/Custodian);
- TD AMERITRADE has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange; and
- Other than complying with its obligations to act as instructed, TD AMERITRADE has no duty to assist in complying with any legal obligations that may apply to distributions from the Plan, to determine whether any distributions are required under the "required minimum distribution" rules of the Internal Revenue Code, to determine whether any distributions that TD AMERITRADE may be instructed to make are properly authorized under the terms of the Plan, or to review any beneficiary designations that may be made by Plan Participants.

11. SIGNATURES

The Plan Sponsor and the Trustee/Custodian each understand that each Participant Account is subject to a pre-dispute arbitration clause, which is set forth in the TD AMERITRADE Client Agreement.

Trustee/Custodian's Signature _____
Date _____

Name (please print) _____
TRAVIS COUNTY, TEXAS

Plan Sponsor's Signature By: _____
Date _____ Samuel T. Biscoe, County Judge

Name (please print) _____

Exhibit A

Delegation of Trading Authority to a TD AMERITRADE Investment Advisor (check the appropriate box below):

- By execution of a TD AMERITRADE Limited Trading Authorization Purchases and Sales of Securities Form, participant may grant authority to an Investment Advisor who has a relationship with TD AMERITRADE, to trade in participant's SDBA. A participant may also authorize TD AMERITRADE to pay investment advisory and related fees to the Investment Advisor from their SDBA.
- Delegation of trading authority to a TD AMERITRADE Investment Advisor is not permitted under the plan.

Stock / Mutual Fund Restrictions

The following are the global restrictions (the Excluded Transactions) applicable to the Plan, which are in addition to any further restrictions you have specified below:

- Sell short
- Use margin
- Trade options
- Trade foreign securities (stocks and bonds)
- Trade currencies
- Trade limited partnerships
- Trade bulletin board stocks
- Trade pink sheets stocks (those over-the-counter stocks which are not carried in daily over-the-counter newspaper listings for the NASDAQ and which are generally quoted via the National Quotation Bureau)
- Trade futures/commodities
- Trade promissory notes
- Trade real estate/property outside of a Real Estate Investment Trust ("REIT")
- Trade collectibles
- Trade municipal bonds

Check one box:

- Check here if you have no further restrictions and allow trading in all equities, mutual funds and fixed income products. You must select this option to allow exchange traded funds (ETF) and closed ended funds.
- Check here to only allow the trading of mutual funds. Mutual funds only include open-end mutual funds.

Check below only if you would like to offer covered options

This can only be offered if you checked the first box above allowing trading in all unrestricted securities.

- I have confirmed that the plan document allows for trading in covered options.

Travis County, Texas 98734-01

Name	Ticker	CUSIP
Allianz NFJ Small Cap Value Fund - A	PCVAX	018918714
American Funds Cap Wld Gr & Inc R4	RWIEX	140543844
American Funds EuroPacific R4	REREX	298706847
Fidelity Contrafund	FCNTX	316071109
First American Real Estate Securities Y	FARCX	318530268
Hartford Small Company R4	IHSSX	416649390
Janus Mid Cap Value Fund - Investors	JMCVX	471023598
Lazard Emerging Markets Inst	LZEMX	52106N889
Munder Mid Cap Core Growth Y	MGOYX	626124242
Oppenheimer International Bond Fund A	OIBAX	68380T103
PIMCO Total Return Fund - Admin	PTRAX	693390726
Pioneer Cullen Value Fund Y	CVFYX	72387X406
Pioneer High Yield Y	TYHYX	72369B406
T.Rowe Price Retirement 2010 Fund	TRRAX	74149P101
T.Rowe Price Retirement 2020 Fund	TRRBX	74149P200
T.Rowe Price Retirement 2030 Fund	TRRCX	74149P309
T.Rowe Price Retirement 2040 Fund	TRRDY	74149P408
T.Rowe Price Retirement 2050 Fund	TRRMX	74149P754
T.Rowe Price Retirement Income Fund	TRRIX	74149P507
Vanguard 500 Index Signal	VIFSX	922908496
Vanguard Total Bond Market Index Fund	VBMFX	921937108



1. Introduction

This Agreement governs my Self-Directed Brokerage Account for Plan Participants that I open with you, all transactions in my Account, the use of your Web sites, the Brokerage Services, the TD AMERITRADE Content, and the Third-Party Content, and is binding on my heirs, executors, administrators, successors and assigns and will inure to the benefit of your successors. By opening an Account with you, I acknowledge that I have received, read and understand this Agreement and agree to be bound by its terms.

"I," "me," "my," or "account owner" means each account owner who signs the Account Agreement. "You," "Your," or "TD AMERITRADE" means TD AMERITRADE, Inc., a wholly owned subsidiary of TD AMERITRADE Holding Corporation, and when applicable, TD AMERITRADE Clearing, Inc. ("Clearing"), TD AMERITRADE's clearing broker-dealer.

2. Definitions

"Account" means my Self-Directed Brokerage Cash Account for Plan Participants I open with you.

"Agreement" means these terms and conditions as well as any supplemental agreements and disclosures that apply to my Account, as amended from time to time.

"Applicable Rules" means all applicable federal and state laws, rules and regulations, rules of any self-regulatory organization, and the constitution and applicable rules, regulations, customs and usages of the exchange or market and its clearinghouse.

"Brokerage Services" means your Web site and related services that you provide other than TD AMERITRADE Content, which I need to place trades in my Account.

"Business Day" means Monday through Friday, excluding market holidays.

"TD AMERITRADE Content" means, collectively, the Web sites, the Brokerage Services, the TD AMERITRADE Content and the Third-Party Content.

"Services" means, collectively, the Web sites, the Brokerage Services, the TD AMERITRADE Content and the Third-Party Content.

"Third-Party Content" means all information, tools and services available on your Web site that are provided by a third-party ("Third-Party Provider"), including financial and investment tools, market data, reports, alerts, calculators, access to online conferences, telecasts, bulletin boards, tax preparation or account management tools.

"Web sites" means the Internet sites of TD AMERITRADE whose domain name is registered as www.tdameritraderetirement.com and others and through which you offer Services.

3. My Account and Relationship with You

a. Self-Directed Account. My Account with you is self-directed. I am responsible for orders and instructions placed in my Account. Unless you provide advice to me that is clearly identified by you as an individualized recommendation for me, any investment decision that I make or investment strategy that I utilize is based on my own investment decisions or those of my agent and is at my own risk. All investments involve risk and, unless you provide individualized recommendations to me, I or my agent are responsible for determining the suitability of any trade, investment, investment strategy and risk associated with my investments. TD AMERITRADE Content or Third-Party Content I access through you do not constitute a recommendation to invest in any security or to utilize any investment strategy.

b. Fees and Commissions. I will pay commissions, charges, taxes and other fees applicable to my Account. Current commission pricing and other fees are on the Web sites. You may change your fees and commissions at any time by posting changes on the Web sites or other means.

You reserve the right to vary commissions among clients in connection with special offers or combinations of services or in other circumstances. You or Clearing may pay a portion of the revenues or fees derived from servicing my Account to third parties that provide services to you or Clearing. My Account may be charged fees that the particular plan has authorized to be paid to service providers other than you or Clearing.

c. Statements and Confirmations. It is my obligation to review trade confirmations and Account statements promptly upon receipt. These documents will be considered binding on me unless I notify you of any objections within five days from the date confirmations are sent and within 10 days after Account statements are sent.

d. Instructions. You may accept and act on instructions from me, my agent or any person authorized on my account. You may refuse any order, or delay placing any order if you determine that an order requires clarification from me. I will not hold you responsible for any losses caused by the rejection or delay. You will not receive any order or instruction transmitted by my agent or me until you have actual knowledge of the order or instruction. You do not determine the validity of my agent's status or capacity, the appropriateness of or the authority or actions by such person.

e. No Endorsement of Day Trading Strategy. You do not recommend, endorse or promote a "day trading" strategy, which may involve significant financial risk to me.

f. Clearing Agreement. You and Clearing have entered into a clearing agreement in which Clearing is the clearing agent for securities transactions for your clients. You transmit client instructions to Clearing which causes such instructions to be executed. Clearing carries my Account on a fully disclosed basis.

g. Account Protection. You are a member of the Securities Investor Protection Corporation (SIPC). My Account is protected up to \$150 million per client (as defined by SIPC rules), including up to \$1 million for cash. The first \$500,000 of coverage is provided by SIPC, of which up to \$100,000 covers cash. A SIPC explanatory brochure is available upon request by calling 800-669-3900 or online at www.sipc.org. The remaining \$149.5 million coverage (including up to \$900,000 cash) is provided through Lloyd's of London, subject to an aggregate limit of \$250 million. Losses due to market fluctuation and Accounts of banks and broker-dealers are not covered by SIPC.

To obtain information about SIPC, including the SIPC brochure, contact the SIPC at:

Securities Investor Protection Corporation
805 15th Street, N.W. Suite 800
Washington, D.C. 20005-2215

Tel: 202-371-8300
Fax: 202-371-6728
Email: asksipc@sipc.org
Web site: www.sipc.org

I understand that I am responsible for monitoring the total amount of deposits that I have with TD AMERITRADE in order to determine the extent of insurance coverage available to me.

4. About Me

- a. Legal Capacity.** I am of legal age in the jurisdiction in which I reside and have the capacity and authority to enter into this Agreement.
- b. Accuracy of Information.** All the information I provide you is true and correct. I will promptly notify you in writing within 10 Business Days after any change in such information. You may rely upon all information I provide you.
- c. Interest in Account.** I represent that no one else except me (us) has an interest in any of my (our) Account(s) (unless I am opening the Account as a fiduciary).
- d. Rights, Terms and Obligations of Securities in Account.** Except as required by Applicable Rules, you are not obligated to notify me of any events involving my securities positions nor do you have the responsibility to take any actions on my behalf with respect to such events without specific instructions from me. I am responsible for knowing the rights, terms and obligations of securities in my Account and for monitoring the occurrence of any events involving my securities positions or securities for which I intend to place an order.

5. Privacy and Confidentiality

- a. Privacy.** You will take reasonable measures to protect the privacy and confidentiality of information in your possession about my Account and me. Your Privacy Statement explains how you collect and protect my information. The Privacy Statement is incorporated into this Agreement by reference.
- b. Account Number, PIN, or Password.** I will receive a password and/or access number (collectively "PINs") that provide electronic access to my Account. Account numbers and PINs are confidential and I am responsible for the confidentiality, protection and use of them. Subject to the TD AMERITRADE Security Guarantee, I agree to be responsible for all activities in my Account. You may rely that I have authorized any orders or instructions that are received under my account number and PIN.
- c. TD AMERITRADE Security Guarantee.** If I lose cash or securities from my Account due to unauthorized activity, you will reimburse me for the cash or securities I lose. You promise me this protection in the event unauthorized activity causes losses and you determine it was through no fault of my own. You guarantee this if I do three things: (1) keep my Account information secure and confidential — don't share it, because sharing my UserID, password, PIN, or Account number with other people means I authorize them to take action in my Account; (2) frequently check my Account and statements and report any suspicious or unauthorized activity to you immediately, and (3) take the actions you request and cooperate with any investigation.
- d. Phone Conversations and Electronic Communications.** You may record and monitor telephone or electronic communications with me.
- e. Disclosure of Account Information to Third Parties.** Consistent with your Privacy Statement, you and your agents are specifically authorized to disclose information about my Accounts and me to third parties.

6. Client Communications

- a. Addresses.** You may send communications to the mailing address, email, telephone number, or facsimile that I provide.
- b. Electronic Signatures.** My use of electronic signatures to sign your documents legally binds me in the same manner as if I had manually signed. The use of an electronic version of these documents fully satisfies any requirement that they be provided to me in writing. If I sign electronically, I represent that I have the ability to access and retain a record of the documents. I am responsible for understanding these documents and agree to conduct business with you by electronic means. I am obliged to review periodically the Web sites for changes or modifications.
- c. Consent.** By consenting to the electronic delivery of all information relating to my Account, I authorize you to deliver all communications to me by the following means: (1) by email at the email address specified by me; (2) by posting the communication on the Web sites or other sites on the Internet where the communication can be read and printed; (3) by sending me an email that includes a hyperlink to the Web sites or an address on the Internet where the information is posted, and can be read and printed; and (4) by sending me a notice that directs me to an address on the Internet or a place within the Web sites where the communication is posted and from which it can be read and printed. Such delivery will be effective delivery to me for the purpose of any Applicable Rules whether or not I access or review the communication. Although I consent to electronic delivery, you may elect to deliver communications by other means which shall not affect my consent. I will notify you of any change in my address. I may revoke my consent to electronic delivery of communications and receive documents in paper. You have a reasonable period to effect such a change and may charge a reasonable fee for sending paper copies.
- d. Equipment.** If I agree to electronic delivery, I must have a computer with Internet access, an email address and the ability to download and save or print communications to retain for my records. I am responsible for obtaining and maintaining all equipment and services required for online access of my Account.

7. Electronic Services

- a. Availability.** You do not guarantee that any media will be available to me at a particular time. Access to the Web sites may be limited or unavailable during periods of peak demand, market volatility, system upgrades or other reasons

You reserve the right to suspend and deny access to the Services, without prior notice or for any reason. I recognize that Account activity may be conducted through several different media (e.g., IVR and phone), and if a certain medium is not available I will use another medium to conduct Account activity. You will not be liable for the unavailability, delay, or failure of any of the media at any particular time or for the accessibility of, transmission quality, outages to, or malfunction of any telephone circuits, computer system or software.

b. Use of Services. I will use the Services for lawful purposes, my personal and noncommercial use and as permitted by this Agreement. I will not transmit through the Web sites any material that violates or infringes in any way upon the rights of others or would encourage conduct that may give rise to civil or criminal liability. I will not modify, copy, publish, transmit, license, participate in the transfer or sale of, reproduce, create derivative works from, distribute, redistribute, display or in any way exploit the Services. I will not upload, post, decompile, reverse engineer, disassemble, modify, copy, distribute, transmit, reproduce, republish, license, display, sell, or transfer or create derivative products from the Services. Software accessed on the Web site is subject to U.S. export controls and may not be downloaded by any person prohibited from doing so by Applicable Rules.

I may download software on a single computer for personal, noncommercial use, provided I keep intact all copyright and other proprietary notices. You and Third-Party Providers reserve the right to revise, modify, change, upgrade, suspend, impose limitations or restrictions on, deny access to, remove or discontinue the Services at any time without prior notice. Third-Party Providers may enforce this Agreement against me and take action against me for my breach of this Agreement.

c. Limitation of Liability. The Services are provided "as is" and "as available." You, your affiliates, the Third-Party Providers and their respective licensors, employees, distributors or agents make no representations with respect to the system and expressly disclaim all warranties. Subject to Applicable Rules, in no event will you, your affiliates, the Third-Party Providers or their respective licensors, employees, distributors or agents be liable to me or any Third-Party for any direct, indirect, incidental, special, punitive or consequential losses or damages of any kind with respect to the Services.

I am solely responsible for my investment research, and neither you nor any Third-Party Provider make any representations, warranties or other guarantees as to the accuracy or timeliness of any market data, nor do you or any Third-Party Provider make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

d. Intellectual Property. My use of the Services will not confer any title, ownership interest, or intellectual property rights to me. The Services are protected under U.S. patent, copyright laws, international treaties or conventions and other laws, and will remain the exclusive property of you or Third-Party Providers. Company names, logos, and all related product and service names, design marks and slogans of you or your affiliates, or any Third-Party Provider are the property of the respective company. I am not authorized to use any such name or mark in any advertising, publicity or any other commercial manner.

e. Cookies. You use cookies on Web sites and my browser will need to accept all cookies for it to perform fully. Certain features of the Web sites also may require the acceptance of cookies.

f. Hyperlinks. The Web sites may include hyperlinks to websites owned or operated by unaffiliated, third parties. Neither you nor Third-Party Providers are responsible for the content or availability of such other websites, and shall not be responsible or liable for any loss in connection with reliance on such sites.

8. Brokerage Services

a. Order Routing and Executions. Unless I specify the market for execution, you decide where to route my orders for execution. You consider a wide variety of factors in determining where to direct my orders, such as execution price, opportunities for price improvement (which is when an order is executed at a price that is more favorable than the displayed national best bid or offer), market depth, order size and trading characteristics of the security, efficient and reliable order handling systems and market center service levels, speed, efficiency, accuracy of executions, and the cost of executing orders at a market.

b. Order Refusal. You may refuse any of my orders. I will not hold you liable for any loss I may incur due to your refusal to permit any transaction.

c. Trade Execution and Price. You route orders to markets for prompt execution in view of prevailing market conditions, but there can be delays in the processing of orders. I understand and agree with the following:

- The quoted price may not reflect the trading activity from all markets.
- High volumes of trading at the market open or intraday may cause delays in executions and result in prices significantly away from the price quoted at the time the order was entered.
- Markets may handle orders manually and may reduce size guarantees during periods of volatility, resulting in possible delays in order execution and losses.
- The execution price I receive may be impacted by numerous factors beyond your control and responsibility, including the type of security, liquidity and the size of my order. For example, large or "block" orders or orders involving illiquid securities may take additional time to execute and may execute at prices significantly different from the quoted price.
- The execution of market and stop-market orders may be at a price significantly different from the quoted price of that security. Limit orders will be executed only at a specified price or better, but there is the possibility that the order will not be executed.
- I may suffer market losses during periods of volatility in the price and volume of a particular stock when systems issues result in an inability to place buy or sell orders.

d. Payment for Order Flow. You may receive remuneration from markets for directing orders to them. The source and amount of these payments is available upon written request. Markets may act as principals to buy, sell or hold securities for their own accounts and they may make money when executing your trade.

e. Payment for Transactions. All orders that I authorize will be processed with the understanding that I will pay for any purchase and deliver certificates to cover all sales on or before settlement date. All sell orders that I place will be for securities that I own ("long") and in deliverable form at the time I place the order unless I inform you otherwise.

You reserve the right to require full payment, or an acceptable equity deposit, prior to the acceptance of any order. I will have the required cash, available funds, or equity in my Account prior to the execution and/or settlement of a purchase, and the required securities in my Account prior to the execution and/or settlement of a long sale. If I do not have sufficient funds or securities in my Account you have the right to liquidate or buy-in securities at my expense and I will be responsible for any cost or loss.

f. Payment of Indebtedness Upon Demand. I will be liable for the payment upon your demand of any obligations owing in my Account, including the reasonable costs incurred in collecting such amounts.

g. Security for Indebtedness. I consent to you having a continuing security interest in, right of set-off to and lien on all securities, cash and other property in my Account ("Collateral"). Subject to Applicable Rules, and without prior notice to me, you may sell or transfer the Collateral to satisfy my obligations. You also have the discretion to determine which securities and other properties are to be sold and which contracts are to be closed. You have all rights of a secured party under the Uniform Commercial Code.

h. Types of Transactions. You may determine that certain securities are ineligible for purchase or sale for my Account. Currently, these ineligible securities could include: options, OTC Bulletin Board securities, Pink Sheet® securities, foreign securities, including ADRs, that are not listed on a major exchange; limited partnership interests; and municipal bonds. In addition, there may be other securities that the Plan or the Plan Sponsor has determined to be ineligible for Plan accounts and that the Plan or the Plan Sponsor is responsible for informing me of any such securities which it has determined to be ineligible. I am not authorized to place orders for ineligible securities and although you take certain steps to restrict transactions in ineligible securities, you shall not be responsible for any consequences associated with (i) the purchase or sale of any ineligible security for my account, including but not limited to any losses that may result, or (ii) the unavailability of any ineligible security for my account.

i. Mutual Funds. I authorize you to custody mutual fund holdings that I purchase directly through you. When purchasing a mutual fund, I acknowledge that I have received and read the fund prospectus. Mutual fund purchases may be subject to investment minimums and some mutual funds sold through you impose a charge on the purchase of shares, called a "sales load." I may be able to purchase mutual fund shares through you without paying a front-end sales load, but I may be charged a fee, called a "contingent deferred sales charge," when I sell or redeem my shares. You may receive part or the entire sales load.

Some mutual funds offer reductions in front-end sales loads ("breakpoints"), for purchases over certain amounts or purchased through Letters of Intent or Rights of Accumulation. I am responsible for determining and obtaining any breakpoints, or providing you with sufficient information to assist me in obtaining a breakpoint. Some mutual funds impose a marketing distribution fee known as a "12b-1 fee." You may receive the 12b-1 fees in connection with my investment in such fund's shares. If I invest online in no-transaction-fee mutual funds ("NTF funds") directly through you, I will not pay a sales load or transaction fee. You receive remuneration from fund companies participating in its NTF fund program. NTF funds have other fees and expenses that apply to continued investment in the fund that are described in the prospectus.

j. Sweep Program. My available cash may be swept into a sweep vehicle pending investment of the cash. The alternatives available under the Sweep Program are referred to as "Sweep Choices" and the one I select is referred to as the "Designated Sweep Vehicle." You will notify me of the Sweep Choices and the Designated Sweep Vehicle.

Cash will be automatically invested or deposited in the Designated Sweep Vehicle, according to a sweep schedule determined by you. Proceeds from the sale of securities will be swept into the Designated Sweep Vehicle following settlement if the securities sold have been received in good deliverable form by settlement date. I may instruct you to change my Designated Sweep Vehicle at any time to another of the Sweep Choices, and acknowledge that such instruction shall constitute my authorization to liquidate balances in my Designated Sweep Vehicle and transfer such balances to the new Designated Sweep Vehicle. I authorize you to automatically withdraw cash or redeem securities maintained in a Designated Sweep Vehicle to satisfy my obligations. I authorize you to act as my agent to purchase and redeem balances in the Designated Sweep Vehicles, and authorize you to select and use agents as you deem appropriate.

The Sweep Choices may include money market funds or a Money Market Deposit Account ("MMDA") for which you or your affiliates receive, to the extent permitted by Applicable Rules, transaction and other fees for providing services. These fees will vary depending on the money market fund (or share class) or MMDA used. No portion of these fees will reduce or offset the fees otherwise due to you unless required by Applicable Rules.

There may be certain minimum requirements for initial and subsequent investments in the Designated Sweep Vehicles. You may change the eligibility criteria or replace the Sweep Choices available to me. You will give me advance notice of any such change in Sweep Choices. Unless I notify you of an objection to such change, I authorize you to withdraw cash or redeem securities held in the prior Designated Sweep Vehicle and to invest or deposit the proceeds in the replacement Designated Sweep Vehicle.

If my Designated Sweep Vehicle is a money market fund or MMDA and my account is flagged as a "Pattern Day Trader," on the next business day you may change my Designated Sweep Vehicle to TD AMERITRADE Cash (described below).

1. MMDA. If the MMDA is my Designated Sweep Vehicle, the available cash in my Account will be automatically deposited in the MMDA at TD Bank, USA, N.A. ("the Bank"), your affiliate. The MMDA will be eligible for insurance by the FDIC of up to \$100,000 for non-retirement accounts, \$250,000 for IRAs and certain other retirement accounts, for principal and accrued interest per depositor in each recognized legal capacity (e.g., Individual, Joint, IRA) when aggregated with other deposits held at the Bank in the same capacity. Questions about FDIC insurance coverage may be directed to you. Information also may be obtained by contacting the FDIC, Office of Compliance and Consumer Affairs, by letter (550 17th Street, N.W., Washington, DC 20249), by phone (877-275-3342, 800-925-4618 (TDD) or 202-942-3100), by e-mail (dcaineternet@fdic.gov) or by accessing the FDIC Web site at www.fdic.gov.

Available cash will be deposited into the MMDA without limit, even if the amount in the MMDA exceeds the FDIC limits of \$100,000 or \$250,000. I am responsible for monitoring the total amount of deposits that I maintain at the Bank in order to determine the extent of FDIC coverage available to me. I acknowledge that the MMDA constitutes an obligation of the Bank and is not an obligation of you. You do not guarantee in any way the financial condition of the Bank or the accuracy of any publicly-available financial information concerning the Bank. You will not be responsible for any insured or uninsured portion of the MMDA. Cash in my Account will be automatically swept on a daily basis to the MMDA at the Bank. As required by federal regulations, the Bank reserves the right to require seven days prior notice before permitting a withdrawal out of the MMDA. Currently, the Bank does not intend to exercise this right. In addition, the MMDA has transfer limits that prevent using it as a transaction account. The following applies to my MMDA:

- When available cash is available for deposit, you will deposit available cash from my Account into a MMDA at the Bank.
- All withdrawals necessary to satisfy debits in my Account will be made by you or Clearing, as my agent. A debit will be created when I purchase securities or request a withdrawal of funds from my Account.
- The Bank will determine interest rates on the MMDA in its discretion based upon a variety of factors, including prevailing economic and business conditions, and the nature and scope of the client's relationship with you. For example, rates may vary based on special offers, the particular offering the client uses or the level of assets held by you. The interest rates paid with respect to the MMDA may be higher or lower than the interest rates available to depositors making deposits directly with the Bank or other depository institutions in comparable accounts. The current interest rate will be available

(continued)

on the Web site, or I may contact you to obtain the current rate. Interest will accrue on balances from the day they are deposited into the MMDA through the Business Day preceding the date of withdrawal from the MMDA. Interest will be accrued daily and credited on the last Business Day of each month.

- You or Clearing will act as my agent in establishing a MMDA at the Bank, depositing funds into the MMDA and withdrawing funds from the MMDA. No evidence of the MMDA, such as a passbook or certificate, will be issued to me. Ownership of the MMDA at the Bank will be evidenced by a book entry on the records of the Bank, and by records maintained by you or Clearing.
- You may terminate my use of the MMDA sweep feature. If you terminate my use of the MMDA sweep feature, or do not wish to continue to act as my agent with respect to the MMDA, I may deal directly with the Bank, subject to its rules, with respect to maintaining deposit accounts. In the event you terminate my use of the MMDA sweep feature, you will inform me of the replacement sweep vehicle. Similarly, if I decide to terminate my use of the MMDA sweep feature, or that I no longer wish to have you or Clearing act as my agent with respect to the MMDA, I may establish a direct depository relationship with the Bank, subject to the Bank's rules. Establishing a direct depository relationship with the Bank will result in the separation of my MMDA balances from my Account.
- You or your affiliates receive, to the extent permitted by applicable law or regulation, transaction and other fees for providing sweep services. The rate of the fee that you receive may exceed the interest rate or effective yield that I receive in the MMDA. No portion of these fees will reduce or offset the fees otherwise due to you in connection with my Account unless required by law or regulation.
- You may add banks to the MMDA sweep feature. I will receive notification in advance of any such change. If a depository institution ceases to make its MMDA available through the MMDA sweep feature, I will be given an opportunity to establish a direct depository relationship with that institution outside of the MMDA sweep feature, or to transfer funds to another depository institution participating in the MMDA sweep feature, if available.

2. TD AMERITRADE Cash. If I selected TD AMERITRADE Cash as my Designated Sweep Vehicle, you will pay interest on available cash in my Account, which may be changed without prior notice. Interest will be accrued daily, and credited on the last Business Day of each month. You may vary interest rates among clients in connection with special offers or combinations of services or in other circumstances. TD AMERITRADE Cash represents balances pending investment and is not maintained solely for receiving credit interest. TD AMERITRADE Cash is not segregated and you may use the balances, but only to the extent permitted by Applicable Rules. You may segregate TD AMERITRADE Cash held in IRAs and other designated accounts from other cash.

3. Money Market Funds. Investments in money market funds are subject to restrictions, charges and expenses described in the prospectus. Money market funds are securities that may increase or decrease in value. They are not insured or guaranteed by the FDIC, any other government agency, or you, and there can be no assurance that such funds will be able to maintain a stable net asset value of \$1 per share.

9. Options Trading

In most plans, covered options are considered ineligible transactions and are not allowed. If my plan allows for covered options trading and if I elect to engage in covered options transactions, I will be bound by following additional terms:

a. Suitability. Options are not suitable for all investors. Options trading has inherent risks and I am prepared financially to undertake such risks and to withstand the losses that may be incurred. I acknowledge I have received or have been given access to the "Characteristics and Risks of Standardized Options" by the Options Clearing Corporation ("OCC").

b. General Terms.

- I am responsible for knowing the rights and terms of all options in my account.
- Settlement on options cleared through the OCC is the business day after trade date. I shall not exceed the position and exercise limits imposed by the rules of the OCC.
- I am responsible for instructing you as to my intention to exercise options contracts before expiration date.
- You and Clearing are authorized to take steps to protect their position and any obligation they have assumed at my request without notifying me.
- If I write (short) a call options contract that requires the delivery of securities to be sold, I may be required to keep the securities in my account until the expiration of the options period and may not be allowed to sell or withdraw the securities.
- If I write (short) a put options contract that requires payment for securities to be purchased, I may be required to keep sufficient funds in my account to make the payment until the expiration of the options period, and may not be allowed to withdraw the funds or use them for any other purpose. If I am assigned on the options, Clearing may use the funds for the purchase of the securities without prior notice to me.
- All short equity and some index options positions are available for assignment. Exercise assignment notices for equity or index options are randomly allocated among all clients' short positions by an automated procedure.

10. Arbitration

This Agreement contains a predispute arbitration clause. By signing a predispute arbitration clause, the parties agree as follows:

- All parties to this Agreement give up their right to sue each other in court, including the right to jury trial, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.

- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- No person will bring a class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a class action; or who is a member of a class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

I agree that any controversy between you and your affiliates, any of their respective officers, directors, employees or agents and me (including any of my officers, directors, employees or agents) arising out of or relating to this Agreement, our relationship, any services provided by you, or the use of the Services, and whether arising before or after the date of this Agreement shall be arbitrated and conducted under the provisions of the Code of Arbitration of the FINRA. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that party shall pay all costs, attorneys' fees, and expenses incurred by the other party or parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.

11. Miscellaneous

- a. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (i) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid and enforceable; and (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement, to the extent permitted by Applicable Rules.
- b. Account Handbook.** The Account Handbook provided to me upon account opening and available on your Web sites contains important information about my Account. I will refer to the Account Handbook to learn additional information about the handling of trade orders, the receipt and delivery of funds, account policies and other general account information.
- c. Entirety of Agreement.** This Agreement, any attachments hereto, the addenda and other agreements referred to in this Agreement and the terms and conditions contained in the Account statements and confirmations contain the entire agreement between you and me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between me and you, provided, however, any and all other agreements if any, between me and you and your affiliates, not inconsistent with this Agreement will remain in full force and effect.
- d. Assignment.** I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. You may assign, sell or transfer my Account and this Agreement, or any portion thereof, at any time, without my prior consent.
- e. Amendment.** You reserve the right to amend this Agreement without prior notice to me or as required by Applicable Rules. The current version of the Agreement will be posted on the Web sites and my continued Account activity after such amendment constitutes my agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. You are not bound by any verbal statements that seek to amend the Agreement.
- f. Termination.** You may terminate this Agreement, or close, deactivate, or block access to my Account. I will remain responsible for the payment of all obligations incurred in my Account or otherwise. I may terminate this Agreement after paying any obligations owed upon written notice. The Agreement survives termination of the Account.
- g. Force Majeure.** You will not be liable for loss caused directly or indirectly by conditions beyond your reasonable control, including but not limited to Force Majeure events. "Force majeure" means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquake or other acts of God, war, insurrection, riot, labor strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centers or transmission facilities.
- h. Indemnification.** I agree to indemnify and hold harmless you, your affiliates, and Third-Party Providers and their respective officers, directors, employees, agents and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses or attorney's fees (collectively "Losses") resulting or arising directly or indirectly from the use of the Services.
- i. Waiver.** Your failure to insist on compliance with this Agreement will not constitute a waiver of any of its rights.
- j. Admissibility of Documents in Proceedings.** All documents in any format are considered to be true, complete, valid, authentic and enforceable record of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I will not contest the admissibility or enforceability of your copy of the documents in any proceeding arising out of this Agreement.
- k. Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by the laws of the State of Nebraska but not its conflicts of law provisions. I hereby consent to the jurisdiction of and venue within the State of Nebraska for all disputes arising out of or relating to this Agreement.

**LETTER OF INSTRUCTION REGARDING
SELF-DIRECTED BROKERAGE ACCOUNT**

The Travis County, Texas 457 (b) Deferred Compensation Plan ("Plan") has signed a TD AMERITRADE Plan Sponsor Agreement and New Account Form to offer the Self-Directed Brokerage account (SDB) to participants in the Plan;

Partial Liquidation Authorization

If the participant has not complied with a request to transfer money from their SDB account to their core account, the Plan Administrator hereby instructs the Recordkeeper to, if necessary, partially liquidate a participant's SDB account and subsequently transfer the amount necessary from the funds available in the participant's money market account in their SDB account to the core account for the following reasons:

- 1) to fund a required minimum distribution under Section 401(a)(9) of the Internal Revenue Code;
- 2) to comply with requirements of a Domestic Relations Order (DRO);
- 3) to fund a processing error, corrective distribution or for collection of fees.

If it is necessary to liquidate assets in the participant's SDB account, the Plan Administrator must provide written instructions to the Recordkeeper identifying the specific asset and the number of shares or units to be liquidated. Brokerage transaction fees will be charged on each position sold, therefore, selling multiple stocks or mutual funds will result in higher fees. Alternatively, the Plan Administrator may provide instructions to fully liquidate a participant's SDB account and restrict it from further use.

If partial liquidation instructions are not provided by the Plan Sponsor and funding is required, the Recordkeeper is authorized to fully liquidate the participant's SDB account, move the proceeds to the core account and process the appropriate payment.

Full Liquidation Authorization

The Administrator for the Plan hereby instructs the Recordkeeper to fully liquidate a participant's SDB account and restrict it from further use for the following reasons:

- A) Upon notification of the death of a participant, unless the plan allows in-kind transfers of SDB assets and the beneficiary has selected this option;
- B) When the participant's account is to be 100% liquidated due to the Plan's de minimus payout requirements.

TRAVIS COUNTY, TEXAS

By:

Plan Administrator Signature

Samuel T. Biscoe, County Judge

Date

Travis County Commissioners Court Agenda Request

Voting Session 1/6/09
(Date)

Work Session _____
(Date)

I. Request made by:

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

- A. Routine Personnel Actions
- B. Non-Routine Personnel Actions

Sheriff's Office – POPS Policy - Travis County Code § 10.0295 (d)(3).

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)



Last Updated 1-2-09 at 4:19pm

HRMD Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

January 6, 2009

ITEM # :

DATE: December 24, 2008

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 3.

B. Non-Routine Personnel Actions – Pages 4 – 5.

Sheriff's Office requests an exception to Peace Officer Pay Scale Policy, § 10.0295 (d)(3) that would allow two employees who voluntarily moved from the classified pay scale as Security Coordinators to the POPScale as Cadets to restore their salaries to levels earned while on the classified pay scale. In accordance with policy, the two Cadets entered the POPScale at Step 1, which resulted in an annualized "pay loss" for Slots 1427 and 1522 in the amounts of \$2,084.12 and \$795.81, respectively. The Sheriff's Office request is not consistent with policy and would establish a precedent for Cadets to retain classified salary levels when voluntarily accepting a Cadet position on the POPScale.

HRMD Recommendation: HRMD recommends that the Sheriff's Office be granted flexibility to place Cadet Slots 1427 and 1522 at Step 2, which would result in an annualized "pay loss" for Slots 1427 and 1522 in the amounts of \$1,408.95 and \$120.64, respectively. Placement at a level that allows the Cadets to retain and/or restore classified pay scale salaries would compromise the POPScale entry level of the Corrections Officer pay. PBO has confirmed sufficient funds.

If you have any questions or comments, please contact me.

LMS/LAS/clr

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES					
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary	
TNR	136	Equipment Operator	10 / \$31,137.60	10 / \$31,137.60	
TNR	237	Road Maint Worker	8 / \$27,060.80	8 / \$27,060.80	
TNR	340	Road Maint Worker	8 / \$27,060.80	8 / \$27,060.80	
* Temporary to Regular			** Actual vs Authorized		

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
HHS	20026	Office Specialist Sr	12 / \$13.26	12 / \$13.26	02
HRMD	20029	Office Asst	8 / \$10.10	8 / \$10.10	02
TCCES	50064	Office Specialist	10 / \$11.58	10 / \$11.58	05
TCCES	50068	Office Specialist	10 / \$11.58	10 / \$11.58	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	509	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1099	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1374	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer 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
Comm Pct 3	Slot 3 / Executive Asst – Elctd Official / Grd 18 / \$58,488.30	Criminal Justice Planning	Slot 3 / Planner* / Grd 18 / \$51,685.00	Lateral transfer. Employee transferred to different slot, different position, different department, same pay grade. Pay is at midpoint of pay grade.
Constable 2	Slot 3 / Court Clerk II Sr / Grd 16 / \$41,490.38	Tax Collector	Slot 108 / Tax Specialist II / Grd 14 / \$33,446.40	Voluntary job change. Pay is between min and midpoint of pay grade.
ITS	Slot 74 / Executive Asst / Grd 16 / \$54,181.50	Fac Mgmt	Slot 135 / Executive Asst Succession / Grd 16 / \$54,181.50	Lateral transfer. Employee transferred to different slot, to Succession position, different department, same pay grade, retains current pay. Ending on 4/30/09.
Sheriff	Slot 1360 / HVAC Refrig Mechanic / Grd 15 / \$42,250.89	Sheriff	Slot 1360 / Building Maint Worker Sr* / Grd 11 / \$33,800.64	Voluntary job change. Pay is between midpoint and max of pay grade.
Sheriff	Slot 1404 / Corrections Officer Sr / Grd 83 / \$42,107.10	Sheriff	Slot 321 / Corrections Officer Sr* / Grd 83 / \$42,107.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

SECTION B. Non-Routine Personnel Actions

NON-ROUTINE – POPS Cadet Promotions				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1522 / Cadet / Grd 80 / \$33,750.91	Sheriff	Slot 1522 / Cadet / Grd 80 / \$34,426.08	Error Correction. Exception to Pers. Amend 12/9/08. Placing at Step 2 of the POPS scale. Travis County Code § 10.0295 (d)(3).
Sheriff	Slot 1427 / Cadet / Grd 80 / \$33,750.91	Sheriff	Slot 1427 / Cadet / Grd 80 / \$34,426.08	Error Correction. Exception to Pers. Amend 11/7/08. Placing at Step 2 of the POPS scale. Travis County Code § 10.0295 (d)(3).

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

Karen L. Huber, Commissioner, Pct 3

Margaret Gomez, Commissioner, Pct. 4



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

December 9, 2008

MEMORANDUM

TO: Linda Moore Smith, Director, HRMD

FROM: Greg Hamilton, Sheriff

SUBJECT: Security Coordinator vs. Cadet Corrections Officer Pay

The Sheriff's Office has two Security Coordinators promoting to Cadet Corrections Officers, however, their current salary as Security Coordinator is above the entry level for the Cadet CO. The Sheriff's Office Policy, *Personnel Management, Compensation, 1.3.6*, addresses this situation in the event that this should occur by allowing that the employee's salary "remains fixed at this salary until the salary computed on current years of services exceeds this amount."

I am requesting this matter be placed on the Commissioners Court Agenda to discuss the possibility of allowing these employees to either retain their current salary, or that the Cadet salaries on POPS be extended beyond Step 2.

Should you have any questions, please do not hesitate to contact my office or my H.R. Manager, Debbie Rich.

GH/dr

cc: Chief Jim Sylvester
Major Darren Long
Major Mark Sawa
Luane Shull, HRMD
Charles Vaughn, Auditor's Office
Bill Derryberry, PBO

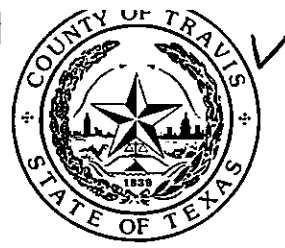


Safety, Integrity, Tradition of Service

TRAVIS COUNTY COMMISSIONERS COURT #11

Last Updated 1-2-09 at 4:19pm

AGENDA REQUEST



VOTING SESSION: January 6, 2009

I. Request made by: Roger Jefferies, Executive Manager, Justice and Public Safety

Requested topic:

CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION TO SUPPORT A LETTER TO THE GOVERNOR'S OFFICE AND THE STATE LEGISLATURE REQUESTING THE CREATION OF A STATEWIDE REENTRY COUNCIL SO THAT TEXAS CAN QUALIFY FOR GRANT FUNDING UNDER THE SECOND CHANCE ACT AND SUPPORT OTHER PROGRAMS NECESSARY FOR SUCCESSFUL REENTRY.

Approved by: _____

(Signature of Commissioner or Judge)

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

Deece Eckstein, Travis County Intergovernmental Affairs, 854-9754

III. Required Authorizations: Please check if applicable.

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 30 AM 11:44

AGENDA REQUEST DEADLINE:

All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting



JUSTICE & PUBLIC SAFETY DIVISION


Roger Jefferies, Executive Manager
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, Executive Manager, Justice and Public Safety 

Date: December 29, 2008

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION TO SUPPORT A LETTER TO THE GOVERNOR'S OFFICE AND THE STATE LEGISLATURE REQUESTING THE CREATION OF A STATEWIDE REENTRY COUNCIL SO THAT TEXAS CAN QUALIFY FOR GRANT FUNDING UNDER THE SECOND CHANCE ACT AND SUPPORT OTHER PROGRAMS NECESSARY FOR SUCCESSFUL REENTRY

Attached for your review and consideration is a draft of a letter to be sent to the Governor's Office and leaders of the legislature requesting the State of Texas to form a statewide reentry council to facilitate coordination and collaboration among the Texas Department of Criminal Justice, other state agencies, and local entities to achieve positive outcomes in the area of offender reentry.

This is especially critical as a statewide reentry council must be in place for entities within the state to be eligible for potential grants under the newly enacted federal Second Chance Act. The Second Chance Act was signed into law on April 9, 2008, and is expected to be funded for programs by the spring of 2009. A summary of the Second Chance Act and its provisions have been attached for your information.

The letter was drafted by Dr. Angel Ilarraza who directs reentry efforts for Tarrant County. He has been authorized by the Tarrant County Commissioners Court to gather signatures of key local stakeholders in other Texas counties and has asked me, as Executive Manager of Justice

and Public Safety for Travis County, to add my name. With your resolution supporting the contents of this letter and authorization for me to sign it, Travis County will be joining others across the state who desire to bring attention to this critical gap in the Texas criminal justice system. A resolution statement is attached.

I have also attached for your information a brief summary of Project RIO, a program which is mentioned in the draft letter. Project RIO is the state's current effort providing reentry services to state prisoners returning to local communities.

Thank you for your consideration of this request. Please contact me at x44759 if you have any questions or concerns.

WHEREAS, over 41,000 prisoners are released from state prisons each year in Texas and return to our communities - over 3,000 per year to Travis County alone.

WHEREAS, both returning prisoners and communities would benefit from effective reentry policies and programs at the state and local level designed to reduce recidivism and achieve positive outcomes.

WHEREAS, an effective statewide reentry council would improve coordination among state and local entities to better facilitate the implementation of effective reentry policies and programs.

WHEREAS, to be eligible for funding opportunities under the federal Second Chance Act signed in 2008, state and local entities must establish a reentry council to guide their jurisdictions in reentry related efforts.

WHEREAS, the State of Texas does not currently have a statewide body for state agencies and local entities to collaborate, communicate, and advocate for effective reentry policies and programs.

WHEREAS, the Travis County Commissioners Court has established as one of its legislative priorities support for the creation of a statewide reentry council.

WHEREAS, the Tarrant County Reentry Initiative, with Tarrant County Commissioners Court approval, has drafted and authorized a letter to the Governor's Office, Lieutenant Governor's Office, and the leaders in the state legislature requesting the creation of a statewide reentry council and is gathering signatures from supportive stakeholders across the state.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY SUPPORT THE CONTENTS OF THIS LETTER DRAFTED BY TARRANT COUNTY REQUESTING THE CREATION OF A

STATEWIDE REENTRY COUNCIL AND AUTHORIZE THE EXECUTIVE MANAGER OF JUSTICE AND PUBLIC SAFETY FOR TRAVIS COUNTY TO ADD HIS NAME TO THE SIGNATORY LIST.

SIGNED AND ENTERED ON THIS 6TH DAY OF JANUARY, 2009.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4

 **DRAFT**

Addressee
TBD

We, the undersigned, represent various city level and/or county level ex-offender reentry initiatives within Texas. As such, we are in agreement regarding the contents and intent of this letter addressed to the Governor's Office and the relevant representatives of the Texas State legislature.

The Second Chance Act (SCA) is federal legislation designed to improve outcomes for people returning to the community from prisons and jails. On April 9, 2008, President Bush signed the Second Chance Act into law (Public Law 110-199). This first-of-its-kind legislation authorizes federal grants to government agencies and community and faith-based organizations to provide employment assistance, substance abuse treatment, housing, family programming, mentoring, victims support, and other services that can help promote successful community reintegration and reduce re-offending and violations of probation and parole.

If and when the SCA is funded, we anticipate the federal government to issue requests for proposals from states, local governments and tribes, as well as nonprofit agencies and other service providers. We note, however, that according to documentation published by the Council of State Governments (see enclosed), in order to be considered eligible for any SCA funds, applicants must meet mandatory requirements, including demonstrable support and collaboration on behalf of a state level council on reentry.

Currently, at least seven states have successfully passed legislation formalizing their respective state level reentry initiatives. Texas has yet to establish a state level reentry council. The purpose of this letter is to strongly urge the leadership of the State of Texas to make haste in the development of a state reentry council/initiative (or define an appropriate entity as such). The general function of a state level reentry council would be that of facilitating statewide coordination and collaboration between the Texas Department of Criminal Justice (TDCJ) and local entities in the area of ex-offender reentry. Failing to develop a state level reentry council will have dire consequence in that no entities within Texas will be eligible for SCA funding.

An important first task for the proposed state level reentry council could be a statewide inquiry examining the effectiveness of TDCJ's existing reentry program: Project RIO. Currently, Project RIO is the only line item in the TDCJ budget that is specifically targeted for the delivery of reentry services and functions as a source of funds for local Workforce Boards. As we move to establish a state level reentry initiative, it is important for us to critically examine Project RIO in order to determine courses of action that can further improve the successful reintegration of formerly incarcerated persons.

We look forward to working with the leadership to achieve our mutually beneficial goals, and offer whatever assistance is necessary toward this end. Thank you for your attention to this most important matter.



Understanding the Second Chance Act

Sec. 101: State and Local Reentry Demonstration Projects

Background

On April 9, 2008, President Bush signed the Second Chance Act (P.L. 110-199) into law. The bill received bipartisan support in both chambers of Congress in its passage and is supported by a broad spectrum of leaders representing states, law enforcement, corrections, courts, and local governments. This first-of-its-kind legislation will authorize various grants to government agencies and nonprofit groups to provide employment assistance, substance abuse treatment, housing, family programming, mentoring, victims support, and other services that can help reduce re-offending and violations of probation and parole.

This guide is intended to help states, local governments, and tribes prepare for the Second Chance Demonstration grants should funding become available. The following information details the specific grant requirements contained in the law.

Section 101: The Adult and Juvenile Offender State and Local Reentry Demonstration Projects

Many in state and local government are anxious for the State and Local Reentry Demonstration Projects to be made available. The Second Chance Act reauthorizes the Adult and Juvenile Offender State and Local Reentry Demonstration Projects (Sec. 101) to help states and communities test ways to reduce recidivism and address the alarming recidivism rates nationwide. The Demonstration grants are authorized at \$55 million per year, though the appropriations process will determine the actual funding level of the program.

Who Can Apply?

States, units of local governments, and tribal entities may apply for Demonstration Project grants to be used to promote the safe and successful reintegration into the community of individuals who have been incarcerated.

Allowable Uses

Demonstration grants include the following allowable uses:

- prerelease planning and coordination
- employment services
- substance abuse and mental health treatment
- housing
- family programming
- mentoring
- victims services
- methods to improve release and revocation decisions using risk-assessment tools

Mandatory Requirements

The law includes mandatory requirements for state, local governments and tribal entities in order to be selected under the grant program. ***Applications will not be considered if these requirements are not addressed in the application.***

These requirements state that each applicant:

- have the support of the chief executive officer of the state/entity in coordination with a state-level council on reentry, local government, or tribe.
- provide discussion of the role of corrections in ensuring successful reentry.
- provide evidence of collaboration with state and local government agencies overseeing health, housing, child welfare, employment services, and local law enforcement.
- provide analysis and identification of regulatory and statutory hurdles to a prisoner's reintegration into the community.
- include the use of a reentry task force.
- develop a comprehensive strategic reentry plan that contains annual and 5-year performance outcomes to help determine the effectiveness of the program funded. The strategic reentry plan must have as a goal to reduce recidivism by 50 percent over a 5-year period for offenders released from prison, jail, or a juvenile facility who are served with funds made available under this section.
- Each grantee must report annually on the progress of the following selected performance measures to determine the outcome of the project:
 - reduction in recidivism rates
 - reduction in crime
 - increase in employment and education opportunities
 - reduction in violations of conditions of supervised release
 - increase in payment of child support
 - increase in housing opportunities
 - reduction in drug and alcohol abuse
 - increase in participation in substance abuse and mental health services
 - other measures determined by the grantee to be necessary in tracking performance

Priority Considerations

The law also includes priority considerations, which direct the Attorney General to give priority to grant applications under this section that

- focus initiative on geographic areas with a disproportionate population of offenders released from prisons, jails, or juvenile facilities;
- include input from nonprofit organizations, in any case where relevant input is available and appropriate to the grant application;
- consult with crime victims and offenders who are released from prisons, jails, or juvenile facilities;
- coordinate with families of offenders;
- demonstrate effective case assessment and management abilities in order to provide comprehensive and continuous reentry, including
 - planning while offenders are in prison, jail, or a juvenile facility; prerelease transition housing; and community release;
 - establishing prerelease planning procedures to ensure that the eligibility of an offender for federal or state benefits upon release is established prior to release, subject to any limitations in law, and to ensure that offenders obtain all necessary referrals for reentry services;
 - delivery of continuous and appropriate drug treatment, medical care, job training and placement, educational services, or any other service or support needed for reentry;
- review the process by which the applicant adjudicates violations of parole, probation, or supervision following release from prison, jail, or a juvenile facility, taking into account public safety and the use of graduated, community-based sanctions for minor and technical violations of parole, probation, or supervision (specifically those violations that are not otherwise, and independently, a violation of law);
- provide for an independent evaluation of reentry programs that include, to the maximum extent possible, random assignment and controlled studies to determine the effectiveness of such programs;
- target high-risk offenders for reentry programs through validated assessment tools.

Reentry Task Force

States, counties, cities, or tribes that apply for Demonstration Grant funds must establish a reentry task force to guide the jurisdiction in reentry-related efforts.

The law specifies a number of members of each task force, including state, tribal, or local leaders and representatives from relevant agencies, service providers, nonprofit organizations, and other stakeholders. The task force is charged with examining ways to pool resources and funding streams to promote lower recidivism rates for returning offenders, collecting data and best practices in offender reentry from agencies and organizations. The task force may also be charged with developing the reentry strategic plan, a requirement for all grantees under the Demonstration Projects.

Matching Requirement

Demonstration Project applicants are required to provide a 50 percent match to the federal share received under the grant. Of that match, 50 percent of those dollars can be met through in-kind contributions of goods or services for the project, and the other 50 percent must be a match of funding for the program that supplements project work and does not supplant existing dollars spent on reentry.

Matching Requirement Example	
Total cost of project = \$100.00	
Match equation:	
\$50.00	Federal Demonstration Project grant +
\$25.00	In-kind contribution from grantee (staff time, equipment) +
\$25.00	Dollar match by applicant =

\$100	

For More Help

The Reentry Policy Council (RPC) is a project coordinated by the Council of State Governments Justice Center, a national nonprofit organization that provides practical, nonpartisan advice and consensus-driven strategies – informed by available evidence – to increase public safety and strengthen communities. The Reentry Policy Council was established to assist state government officials grappling with the increasing number of people leaving prisons and jails to return to the communities they left behind. The comprehensive *Report of the Re-Entry Policy Council*, published in 2005, reflects the results of their work: policy statements and recommendations to promote the safe and successful return of individuals from prison or jail to the community. The Reentry Policy Council has a number of resources available to the field.

If you have not already done so, you may subscribe to the Council of State Governments Justice Center's RPC newsletter: <http://www.reentrypolicy.org/subscribe>. If and when the Second Chance Act is funded, the newsletter will provide detailed information about how to apply for funding.

For more information, please visit <http://justicecenter.csg.org> or email [Jessica Nickel](mailto:jnickel@csg.org) at jnickel@csg.org.

Project RIO

(Re-Integration of Offenders)

Project RIO is administered by the Texas Workforce Commission in collaboration with Local Workforce Development Boards, the Texas Department of Criminal Justice (TDCJ), the Windham School District and The Texas Youth Commission (TYC). The project provides a link between education, training and employment during incarceration with employment, training and education after release.

The program is designed to reduce recidivism through employment. Numerous studies have shown reduced recidivism rates for employed ex-offenders. Even when one takes into account other factors such as age, risk score, race/ethnicity and type of previous offense, post-release employment reduced rearrests and reincarcerations.

Services are offered to program participants pre- and post-release. An individualized treatment plan is developed to identify a career path for the offender and to guide placement decisions. Prior to release, a comprehensive evaluation is conducted to assess the needs of the offender and assist in the selection and placement in Windham, college, TDCJ and TYC programs. The evaluation process is a multi-step approach that includes information gathering, goal-setting, program placement and offender self-assessment.

Project RIO staff encourage participants to take advantage of educational and vocational services and assist offenders in obtaining documents necessary for employment. Unit or facility staff also provide placement services to give offenders practical work experience in their areas of training.

"He told me he'd prove himself in a short period, and he was 100 percent right...He's probably our lead guy in the shop" -David Wendt, owner of Nailhead Spur in Llano, quoted in Texas Workforce Solutions, July 2005, speaking about his Project RIO Employee.

After release, TWC Project RIO staff provide ex-offenders with individualized workforce development services including job preparation and job search assistance. RIO participants attend structured job search workshops that focus on basic skills such as completing a work application, preparing a resume and performing in a mock interview. However, the most important aspect of the TWC Project RIO program is ex-offender employment as soon as possible after release.

Project RIO staff ensure that potential employers are aware of and take advantage of special incentives for hiring releasees. TWC Project RIO staff certify prospective employees for the Work Opportunity Tax Credit program which provides a tax incentive to employers for hiring economically disadvantaged ex-offenders. Project RIO also makes available free fidelity bonding services to the employer community, making the employment of ex-offenders and adjudicated youth more attractive.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: JANUARY 6, 2009

- 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 REGARDING THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE ON THE INTERNSHIP AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS SCHOOL OF NURSING AND TRAVIS COUNTY.
- 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 30 AM 10:43

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.



**TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER**

**1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044**


DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

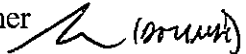
BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: December 19, 2008

TO: Travis County Commissioners' Court

THROUGH: Danny Hobby, Executive Manager, Emergency Services 

FROM: David Dolinak, MD, Chief Medical Examiner  (Dolinak) 12/19/08

RE: Internship Agreement with the University of Texas School of Nursing

Proposed Motion

Consider and take appropriate action regarding the Travis County Medical Examiner's Office on the Internship Agreement between the University of Texas School of Nursing and Travis County.

Summary/Background

In the past, the Travis County Medical Examiner's Office (TCMEO) allowed volunteers to work in the office. This experience allowed those wanting experience in forensic science to learn more about the field, and provided the office with a volunteer staff that was trained in performing certain aspects of the operations. The volunteer program was discontinued in 2006 due to liability concerns. However, the TCMEO is approached on a regular basis by academic institutions to allow interns the opportunity to participate in a forensic science internship. An internship program is preferable to a volunteer program in that interns have liability coverage through their academic institution, learning takes place through a structured academic program, objectives of the internship program are clearly defined, and collaboration exists between the academic institution and TCMEO.

In February, the Court approved a form agreement to be used between Travis County and academic institutions that would like to place interns in our office. The University of Texas School of Nursing would like to place an intern in our investigative department starting in January. The intern would be under the direct supervision of our Forensic Nurse Investigator, Leanne Courtney. The contract is based on the language approved by the Court. We expect other nursing interns to be placed in our office on a semester basis. The attached agreement has already been signed the University of Texas representative.

INTERNSHIP AGREEMENT

This Internship Agreement is made by **Travis County, Texas**, through its Medical Examiner's Office ("County"), and **The University of Texas School of Nursing** ("Sponsoring School").

Recitals

Sponsoring School conducts educational programs related to the activities and services of the Travis County Medical Examiner's Office. Sponsoring School seeks relevant educational experience through practical application of academic training in an intellectual environment outside Sponsoring School, for its Students, who will receive academic credit from the Sponsoring School.

County wants to provide the experience described in the addendum to this agreement that is prepared for each Student, in compliance with section 2.

Agreement

The parties agree as follows:

1. **Administrative, Educational, and Supervisory Responsibility.** County designates the Chief Medical Examiner and his staff, including the Chief Administrative Officer as the On-Site Faculty or Supervisor who will assume administrative, educational, and supervisory responsibility for the Students during their internship at the County. The Chief Medical Examiner and his staff that are supervising the Students remain legally responsible for the care of the County's decedents. Students are subject to the exclusive supervision of County's On-Site Faculty with regard to any services provided under this agreement, including the investigation of deaths and execution of autopsies. Students will provide services only in accordance with County's policies and procedures. At the end of the Internship, the Supervisor shall provide the Instructor with a written evaluation of the services provided and of how well the Students met objectives.
2. **Period of Assignment, Educational Goals and Objectives and Evaluation Processes.** Before a Student may begin an internship:
 - a. The Student must provide a resume of relevant experience and education, and the Sponsoring School must verify Student's registration with the school;
 - b. The Student must authorize County to perform a criminal background check and to decline approving any student based on receipt of unacceptable information from that criminal history;
 - c. The Student and the Sponsoring School must complete and execute the attached form that specifically indicates agreement about the following:
 - i. the duration of the internship,
 - ii. the educational goals and objectives to be attained by each Student during the internship at County, and

- iii. the processes for evaluating the Student's attaining these goals and objectives;
 - d. The Student must complete an interview with the Chief Medical Examiner or his designated staff representative; and
 - e. The Chief Medical Examiner must agree to the goals and objectives and approve the Student for participation in the Internship program.
3. **Intern's Student and Employment Status.** Students shall remain registered students and, if applicable, employees of Sponsoring School during their internship at County, and as such, Sponsoring School or Student, as applicable, shall continue to provide the Student's salary, insurance and benefits, including workers' compensation coverage. Students receive no compensation from County during the internship.
4. **Governing Policies and Procedures.** Students shall continue to adhere to the policies and procedures of Sponsoring School while interning with County, except as follows:
 - a. In relation to services provided, to the extent Sponsoring School's policies and procedures conflict with County's policies, procedures, and rules, the County's policies, procedures, and rules govern;
 - b. Students are subject to the terms of County's alcohol and drug policy; and
 - c. County may, at any time, require a Student to withdraw if the student's work or conduct, in County's sole opinion, is unsatisfactory or may have a detrimental effect on County's decedents or other personnel.
5. **Student Documentation.** Sponsoring School shall notify County in writing within two business days if any Student withdraws from Sponsoring School or from the course through which the internship is being offered, or if any Student becomes inactive as a Student at any time during the Internship. The Internship automatically ends at that time, if so.
6. **Term and Termination.** This Agreement has an initial term of one year and automatically renews for additional periods of one year at the end of each term unless previously terminated by either party. Any party may terminate this Agreement at any time, with or without cause, upon thirty days prior written notice to the other party. Any Student at the time of the termination of this Agreement shall be allowed to complete the Student's internship at the County, subject still to those conditions noted in Section 4(c).
7. **Independent Relationship.** This Agreement is not intended to create, nor may it be deemed or construed to create, any relationship among or between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Agents or employees of any party shall not be deemed the employee or agent of another party.
8. **Indemnification.** To the extent authorized under the constitution and laws of the State of Texas, Sponsoring School shall hold County harmless from liability resulting from Sponsoring School's acts or omissions within the terms of this Agreement. Sponsoring School, however, shall not hold County harmless from any claims, demands, or causes of

action arising in favor or any person or entity resulting from negligence (whether sole, joint, concurring, or otherwise) of County, its officers, agents, representatives or employees, or any person or entity not subject to Sponsoring School's supervision or control.

- 9. **Confidentiality.** Sponsoring School and Student shall maintain strict confidentiality of all information learned during the course of the Internship, including information on cases, processes, or functions performed at the County. This includes maintaining confidentiality for ten years after the end of the Internship period. If Sponsoring School or the Student or former Student wants to share any information learned in relation to reaching the Student's goals and objectives, the information must be reviewed by the Chief Medical Examiner or his designated staff and approval for its release given before the information is shared. Release of confidential information without prior approval results in immediate termination of both the Internship for all current Students and termination of this Agreement.
- 10. **Assignment.** No party may assign this Agreement or any part of it without the other party's prior written consent.
- 11. **Amendment.** This Agreement may only be amended in a writing signed by both parties.
- 12. **Use of Name.** No party may use the name, service mark, or logo of the other party without that party's prior written consent, except as required by law.
- 13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas, and any suit relating to this Agreement shall be in a court of appropriate jurisdiction in or for Travis County, Texas.

The parties signing for the respective institutions named below affirm that they are legally authorized to sign on behalf of their respective institutions.

Name of Sponsoring School:

THE UNIVERSITY OF TEXAS AT AUSTIN

By: Steven W. Leslie

Date: 10/28/08

Printed Name: Steven W. Leslie

Title: Executive Vice President & Provost

Travis County

By: _____
Samuel T. Biscoe, County Judge

Date: _____

By: David Dolinak

Date: 12/19/08

David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

**EDUCATIONAL ADDENDUM BETWEEN
Sponsoring School, Student,
And
Travis County Medical Examiners Office**

DATE: _____

This addendum establishes the basis for internship for the Students in the attached list.

Subject Name of Internship: _____

Period of Internship: _____ **Hours per week to be worked:** _____

Work schedule (days and times): _____

Sponsoring School's Program Director : _____

Name of Student Intern's Instructor: _____

Phone Number # _____

Name of Student Intern: _____

Address _____

Work phone # _____ **Home phone #** _____

On-site Responsible Education Program Coordinator: Leanne Courtney, BSN, MFS, F-ABMDI

On-site Faculty Responsible for Student Supervision and Evaluation: Leanne Courtney, BSN, MFS, F- ABMDI

A. Educational Goals: (describe in detail desired knowledge for each area, add areas as needed.)

- 1) **Knowledge of Medical Examiner Office Practices**
- 2) **Practice based learning and improvement**
- 3) **Interpersonal & Communication Skills**
- 4) **Professionalism**
- 5) **Systems based practice**

B. Educational Objectives [state objective as an action verb (“to learn.., to experience..., etc.) then state the process by which the objective will be achieved and how you will know when it has been achieved.]

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)

The Intern agrees to report for work at the scheduled times on the scheduled days and perform the work tasks assigned by County. The intern shall keep a Work Log of learning experiences which includes the daily work activities and number of hours worked. The intern shall provide the Supervisor and Instructor with a typed report that sets for the learning achieved through the internship experience.

The undersigned Intern, Supervisor, and Instructor agree to cooperate in the achievement of these learning objectives. The Supervisor agrees to evaluate the Intern’s progress at the end of the internship and to meet with the Instructor at the Supervisor’s office as necessary. If changes in the Intern’s objectives are necessary the Instructor will be notified.

The undersigned Intern, Supervisor, and Instructor agree to and shall maintain all information learned during the Internship, including information on cases, processes, or functions performed at the County strictly confidential during the Internship and for at least ten years after the end of the Internship period unless approval for release of specific information is requested and given by the Chief Medical Examiner or his designated staff. The undersigned Intern, Supervisor, and Instructor understand and agree that if any information is released without prior approval, the Internship for all current Interns and the Agreement for all future Internship with the School is terminated immediately.

In consideration of the opportunity for me to participate in the Internship, the undersigned Intern, Supervisor, and Instructor agree to and do hereby release, waive, discharge and covenant not to sue Travis County, its officers, agents, employees and servants (the “Released Parties”) from all claims, demands, losses, or liabilities of any kind or nature, and for any personal injuries, death or property damage which may occur in connection with my participation in the Internship. Without limiting this agreement, the undersigned Intern, Supervisor, and Instructor agree that the Released Parties shall not be liable to them, their family, or guests, for personal injury, property damage, or any other Claims arising from or related to participation in the Internship. The undersigned Intern,

Supervisor, and Instructor expressly acknowledges that they are participating freely and voluntarily in this Internship and are aware of and assume the risk of this Internship. The undersigned Intern, Supervisor, and Instructor agree, on their own behalf, that this release shall bind their representatives, assigns, heirs, and or next of kin.

This release extends to any personal injury, death or property damage sustained by them and their invitees which was caused from either the negligence (whether sole, joint, or concurrent), gross negligence, negligence per se, strict liability or intentional tort of Travis County, the Travis County Medical Examiner, or their officers, agents, employees or servants, whether so identified or not. This release also includes any injuries related to or caused by the operation of any motor driven vehicle.

The undersigned Intern, Supervisor, and Instructor agree that this release, waiver and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned Intern, Supervisor, and Instructor acknowledge this document waives or gives up certain legal rights they may have had if they had not agreed to this release and participated in this Internship. The undersigned Intern, Supervisor, and Instructor assume all of the ordinary risks normally incidental to the nature of the Internship, including risks that are not specifically foreseeable.

The undersigned Intern, Supervisor, and Instructor also agree to release Travis County, the Travis County Medical Examiner, and their officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when they are treated for any purpose and grants to Travis County the right to administer first aid if necessary.

The undersigned Intern, Supervisor, and Instructor further state that they understand the contents of this document and sign this release of their own free act.

Student Intern

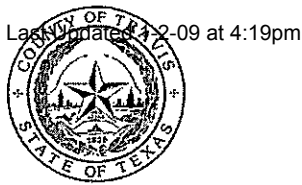
Date _____

Program Director or Instructor
Sponsoring School

Date: _____

Leanne Courtney, BSN, MFS, F-ABMDI
Forensic Nurse Investigator Senior
Travis County Medical Examiner's Office

Date: _____



TRAVIS COUNTY PURCHASING OFFICE

for **Cyd V. Grimes, C.P.M., Purchasing Agent**
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

14

Approved by: _____

Bonnie Hoyt 12-31-08

Voting Session: Tuesday, January 6, 2009

REQUESTED ACTION: RATIFY MODIFICATION NO.1 TO CONTRACT NO. PS080310ML, EMPLOYMENT PRACTICES SOLUTIONS, FOR HUMAN RESOURCES ANALYSIS SERVICES.

Points of Contact:

Purchasing: Michael Long

Department: ADMINISTRATIVE OPERATIONS: Executive Manager, Alicia Perez

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:** The County Attorney and Executive Manager of Administrative Operations negotiated what they believe to be a fair and reasonable cost of not to exceed \$25,000.00.

This contract allowed the contractor to perform a work environment assessment of the Travis County Human Resources Management Department's (HRMD) overall operations as a department under the management of the Executive Manager of Administrative Operations.

Modification 1 will increase the contract amount from not to exceed \$24,000.00 to not to exceed \$35,000.00 as allowed in Section 4.1.

This modification will also change the term dates from September 16, 2008 through December 31, 2008 to January 1, 2009 through December 31, 2009, a twelve month extension as allowed in Section 2.1.

- **Contract Expenditures:** Within the last 12 months \$8,291.25 has been spent against this contract.

Not applicable

MODIFICATION OF CONTRACT NUMBER: PS080310ML Human Resources Analysis Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: December 8, 2008
ISSUED TO: Employment Practice Solutions 502 N. Carroll Ave. Ste. 100 Southlake, TX 76092 Attn: Wendy Bailey	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: September 16, 2008
ORIGINAL CONTRACT TERM DATES: <u>9/16/08 - 12/31/08</u>		CURRENT CONTRACT TERM DATES: <u>10/1/08 - 9/30/09</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: NTE \$25,000 Current Modified Amount NTE \$35,000

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.

- Pursuant to Section 4.1, the Contract amount will be changed from not to exceed \$25,000.00 to not to exceed \$35,000, an increase of \$10,000.00.
- Pursuant to Section 2.1, the contract period is changed from September 16, 2008 through December 31, 2008 to January 1 2009 through December 31, 2009, a 12 month extension.

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

LEGAL BUSINESS NAME: <u>Employment Practices Solutions, Inc.</u>	<input type="checkbox"/> DBA
BY: <u>Wendy Bailey</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Wendy Bailey</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Director of Corporate Operations</u> ITS DULY AUTHORIZED AGENT	DATE: <u>12/12/08</u>
TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>12/30/08</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Last Updated 1-2-09 at 4:19pm

Purchase Requisition

16:07:37

Number : 0000458224
 Type : 1 PURCHASE REQUISITION
 Status : NEEDS ADDITIONAL INFO
 Reason : MODIFY CONTRACT PS080310ML
 By : MARGIE SOLANO 854-9239
 Date : 12/08/08
 Vendor : 72346 EMPLOYMENT PRACTICES SOLUTION,
 Contract nbr :
 Ship to : HR HUMAN RESOURCES MGT.
 Deliver by date : 12/31/08
 Buyer : ML MIKE LONG
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description	
1	10000.00		DOL PROFESSIONAL LEGAL	SERVICES

Total: 10000.00

F9=Print

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

Account Balance Inquiry

Last Updated 1-2-09 at 4:19pm

Account number : 525-1140-522.47-07
Fund : 525 TRAVIS CO. SELF INSURANCE
Department : 11 HUMAN RESOURCE MANAGEMENT
Division : 40 RISK MANAGEMENT
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 2 HUMAN RESOURCE MANAGEMENT
Element : 47 LOSS ADJUSTMENT EXPENSES
Object : 07 LEGAL EXPENSE

Original budget : 102,000
Revised budget : 145,985 10/01/2008
Actual expenditures - current : .00
Actual expenditures - ytd : 10,860.51
Unposted expenditures : 1,577.50
Encumbered amount : 33,124.49
Unposted encumbrances : 1,577.50-
Pre-encumbrance amount : 3,375.00-
Total expenditures & encumbrances: 40,610.00 27.8%
Unencumbered balance : 105,375.00 72.2

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



Agenda Item No. 17

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: January 6, 2009

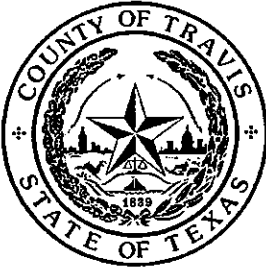
- I. A. Request made by: **Dana DeBeauvoir, County Clerk**
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:

Discuss and approve selection of new fiscal agent for the Travis County Combined Charities Campaign.

Approved by: _____
Signature of Commissioner or Judge

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



DANA DeBEAUVOIR
Travis County Clerk

(512) 854-9188
P. O. Box 149325, Austin, TX 78714-9325
5501 Airport Boulevard, Austin, Texas 78751-1410
(Recording, Elections, Computer Resources, Accounting, and Administration Divisions)
1000 Guadalupe, Austin, Texas 78701-2328
(Misdemeanor Records, Civil/Probate, and Records Management Divisions)
www.co.travis.tx.us

December 30, 2008

TO: County Judge Sam Biscoe
FROM: Susan Bell
RE: Selection of New Fiscal Agent for Travis County Combined Charities Campaign

Earlier this year, Russell Anderson was selected as the Fiscal Agent for the Travis County Combined Charities Campaign. After the Campaign began, it became apparent that many financial and logistical obstacles could be avoided by having a Fiscal Agent who was also a nonprofit organization. Mr. Anderson generously agreed that it would be in everyone's best interest for the relationship with him to be dissolved and a new Fiscal Agent appointed.

We are fortunate that the Austin Community Foundation has offered to serve as the new Fiscal Agent for the Campaign. In addition to having a structure that makes it easier for the funds to be distributed, the Foundation has also offered to reduce the processing charge from the 3% to 1%.

We ask that the Commissioners Court agree to the dissolution of the agreement with Mr. Anderson and thank him for the assistance he provided the Campaign and that the Austin Community Foundation be selected as the new Fiscal Agent.

Please let me know if you have any questions.

Thank you.

**TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN
2008 FISCAL AGENT AGREEMENT**

This document is based on the premise that the Travis County Combined Charities Campaign (“TCCCC”) is owned by Travis County and its employees, and that every federation/fund admitted by the County has a right to participate in the workplace campaign on a fair and equitable basis.

The fiscal agent, Austin Community Foundation, agrees to manage the receipts of the campaign in compliance with the National Alliance for Choice in Giving ‘Standards of Conduct.’ The fiscal agent will in no way intentionally use its role as fiscal agent to assert its interests over the interests of other charitable organizations participating in the campaign.

1. Role and Duties of Fiscal Agent
 - A. Serve as the fiscal agent for the 2008 Travis County Combined Charities Campaign.
 - B. Provide Travis County employees, Travis County administration, and participating federations and funds with assurance of timely, accurate, and cost effective delivery of employee contributions to designated federations.
 - C. Process employee pledge forms. The following procedures will be observed:
 1. The fiscal agent will be provided all collected and completed campaign report envelopes, including pledge forms, cash, and checks, on a weekly basis throughout the campaign.
 2. The fiscal agent will safeguard all monies received by it. Any losses shall be reimbursed by the fiscal agent.
 - D. Process cash and checks within five business days of receipt at the fiscal agent headquarters.
 - E. Generate and distribute the following reports to applicable federations/funds by February 15, 2009:
 1. A designation report.
 2. An acknowledgement report.
 - F. Distribute cash and check contributions to the applicable federations/funds by February 15, 2009.
 - G. Distribute all payroll deduction contributions to applicable federations and funds as collected from the County on a quarterly basis, beginning in the month of May, 2009. Each federation or fund may not receive the full amount of designations due to uncollectible pledges.
 - H. Distribution of campaign proceeds to applicable federations will include all designated and undesignated contributions to each federation or fund and its member organizations. Undesignated contributions are shared on a

pro-rata basis between all participating federations and funds based on the amount of designations per federation or fund.

- I. Provide to the TCCCC, an itemized accounting associated with the 2008 Travis County Combined Charities Campaign. Copies of all receipts will be available upon TCCCC's request and will be available to the participating federations upon request.
- J. Provide to Travis County, upon request, access to the employee payroll deduction campaign pledge forms. The fiscal agent must keep the pledge forms and all financial records relating to the distribution of contributions for at least three years.

2. Campaign Management Responsibilities

- A. The Campaign Manager is responsible for campaign development and implementation in cooperation with the County, and for conducting the campaign, in consultation with the participating federations and funds.
- B. The Campaign Manager shall establish a fair and equitable speaker bureau that will afford speaking opportunities to all federations and funds on a schedule to be agreed upon by the participating federations/funds.
- C. The Campaign Manager will provide all participating federations and charities with fair and impartial representation to County employees.

3. Fairness and Equity

The Campaign Manger and participating federations/funds ensure that all campaign activities are conducted fairly and equitably to promote unified solicitation on behalf of all participants.

4. Cost and Compensation of the Fiscal Agent

- A. The fiscal agent shall be paid at the rate of one percent (1%) of the gross contributions for the back room processing of contributions, (e.g., supplies, postage, reporting and processing of pledge forms and distribution checks).
- B. Administrative costs, including the cost of materials, will be shared pro-rata by all participating federations and funds based on the amount of designations per federation/fund and will be withheld from the February 2009 cash and check distribution of campaign designations and from the first payroll deduction distribution if needed.

5. Term of Agreement

This Agreement will be effective beginning December 31, 2008 and will continue through the final distribution of the 2008 campaign contributions.

The fiscal agent and the TCCCC shall commence performance of their respective obligations set forth herein upon execution of this Agreement by those entities. In addition, by their signature below, the undersigned entities confirm that they understand and agree with the principles and elements of this Agreement.

FISCAL AGENT:

for Austin Community Foundation

Date

for Travis County Combined Charities

Date

for America's Best Charities

Date

for America's Charities

Date

for Black United Fund of Texas

Date

for Children's Charitable Alliance

Date

for Christian Community Charities

Date

for Community Health Charities Texas

Date

for Community Shares of Texas

Date

for Earth Share of Texas

Date

for Global Impact

Date

for Local Independent Charities of Texas

Date

for Neighbor To Nation

Date

for United Way Capital Area

Date



EXECUTIVE SESSION

Travis County Commissioners Court Agenda Request

Voting Session 1 / 6 / 09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on a counter-offer from Ms. Constance Gillen for the sale of parcels #4, 4Ea, 4Eb, 4Ec, and 4Ed as needed for right-of-way in the 2001 Bond Program, McKinney Falls Parkway Improvement Project, located in Precinct Four. (Executive Session 1 & 2)

C. Approved by: _____
Commissioner Margaret Gómez, 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 the Agenda Request and backup to them:

- | | |
|--|---|
| <u>Joseph P. Gieselman, TNR</u> 854-9383 | <u>Donna Williams-Jones, TNR</u> 854-9383 |
| <u>Steve Manilla, P.E., TNR</u> 854-9429 | <u>Greg Chico, TNR</u> 854-4659 |
| <u>Steve Sun, P.E., TNR</u> 854-9383 | <u>Dee Heap, TNR</u> 854-7647 |
| <u>Chiddi N’Jie, P.E., TNR</u> 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 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 23 AM 10:17

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



EXECUTIVE SESSION

Travis County Commissioners Court Agenda Request

Voting Session 1/6/09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on an offer from Tierra De Los Nietos Limited Partnership to purchase real property located on Johnny Morris Road in Precinct One. (Executive Session 1 & 2)

C. Approved by: _____
Commissioner Ron Davis, Precinct 1

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Mike Martino., TNR</u>	<u>854-7646</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Jim Collins, CA Office</u>	<u>854-7513</u>
<u>Greg Chico, TNR</u>	<u>854-4659</u>	<u>John Hille, CA Office</u>	<u>854-7513</u>

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

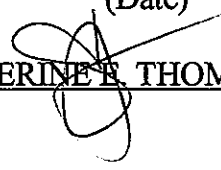
RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 23 AM 10:17

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

Travis County Commissioners Court Agenda Request

Voting Session: 1/6/09 Work Session: 1/6/09
(Date) (Date)

A.. Request made by: COUNTY ATTORNEY SHERINE E. THOMAS
Phone # 854-9513



Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive legal briefing and take appropriate action regarding the status of investigation of claims by Karen Steitle (including the claims in EEOC Charge No. 31C-2008-01470). (Executive Session pursuant to Tex. Gov't Code §551.071).

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

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

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

Client: Alicia Perez, Executive Manager, Administrative Operations 854-9343

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 31 PM 2:32

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

Travis County Commissioners Court Agenda Request

Voting Session: 1/6/09 Work Session: 1/6/09
(Date) (Date)

A.. Request made by: COUNTY ATTORNEY SHERENE E. THOMAS
Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive legal briefing and take appropriate action regarding the status of investigation of claims by Chuck Kelley (including the claims in EEOC Charge 31C-2008-01436). (Executive Session pursuant to Tex. Gov't Code §551.071).

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

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

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

Client: Alicia Perez, Executive Manager, Administrative Operations 854-9343

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 31 PM 2:32

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

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, January 6, 2009 Work Session _____
(Date) (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 23, 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 23, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 23rd 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 recessed the Voting Session at 11:58 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:44 PM and adjourned at 1:45 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:45 PM and adjourned at 1:45 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation; the Travis County Health Facilities Development Corporation; the Capital Industrial Development Corporation; the Capital Health Facilities Development Corporation; the Travis County Development Authority; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:45 PM and adjourned at 1:46 PM.

The Commissioners Court reconvened the Voting Session at 1:47 PM.

The Commissioners Court retired to Executive Session at 2:41 PM.

The Commissioners Court reconvened the Voting Session at 3:30 PM.

The Commissioners Court adjourned the Voting Session at 3:33 PM.

ADMINISTRATIVE OPERATIONS ITEMS

3. 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 TO DECEMBER 11, 2008. (9:34 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:34 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION 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 THREE OFFICE BUILDINGS. (9:34 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 AGREEMENTS AND POLICIES FOR THE ADMINISTRATION OF THE 457 DEFERRED COMPENSATION PROGRAM: (9:52 AM)

- A. ADOPTION AGREEMENT GREAT-WEST RETIREMENT SERVICES SECTION 457(B) ELIGIBLE DEFERRED COMPENSATION PLAN FOR GOVERNMENTAL EMPLOYERS;

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, HRMD.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 6.A.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

6. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENTS AND POLICIES FOR THE ADMINISTRATION OF THE 457 DEFERRED COMPENSATION PROGRAM: (9:53 AM)

- B. 457(B) PLAN LOAN ADMINISTRATION POLICY FOR TRAVIS COUNTY;

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, HRMD; and Norman McRee, Financial Analyst, Lead, HRMD.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 6.B

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 6 CONTINUED

- 6. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENTS AND POLICIES FOR THE ADMINISTRATION OF THE 457 DEFERRED COMPENSATION PROGRAM: (9:54 AM)
 - C. AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES WITH GREAT-WEST LIFE AND ANNUITY INSURANCE COMPANY AND THE FOLLOWING AUTHORIZATIONS:
 - 1. PLAN CENTER AUTHORIZATION FORM; AND
 - 2. SIGNATURE AUTHORIZATION;

Clerk's Note: Items 6.C.1&2 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Norman McRee, Financial Analyst, Lead, HRMD; Alicia Perez, Executive Manager, Administrative Operations; and Barbara Wilson, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Items 6.C.1&2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 6 CONTINUED

6. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENTS AND POLICIES FOR THE ADMINISTRATION OF THE 457 DEFERRED COMPENSATION PROGRAM: (10:04 AM)

F. AGREEMENTS BETWEEN BARCLAYS GLOBAL INVESTORS, N.A. AND TRAVIS COUNTY, TEXAS 457(B) DEFERRED COMPENSATION PLAN; AND

1. INVESTMENT MANAGEMENT AND CUSTODY AGREEMENT; AND

2. GUIDELINE AND FEE AGREEMENT;

Clerk's Note: Items 6.F.1&2 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Al DiCristifaro, President, The Retirement Store; Alicia Perez, Executive Manager, Administrative Operations; Norman McRee, Financial Analyst, Lead, HRMD; Mike Abkowitz, Regional Director, Great West Retirement Services; and Barbara Wilson, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Items 6.F.1&2, including using other access tools mentioned such as the internet, and any other mechanisms to make sure employees get the information.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 6 CONTINUED

6. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENTS AND POLICIES FOR THE ADMINISTRATION OF THE 457 DEFERRED COMPENSATION PROGRAM: (10:20 AM)
 - G. PLAN SPONSOR AGREEMENT AND NEW ACCOUNT FORM WITH TD AMERITRADE SELF-DIRECTED BROKERAGE ACCOUNT INCLUDING CLIENT AGREEMENT.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Barbara Wilson, Assistant County Attorney; and Al DiCristifaro, President, The Retirement Store.

Discussion only. No formal action taken.

Item 6;G to be reposted on December 30, 2008.

JUSTICE AND PUBLIC SAFETY ITEMS

7. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING INTERLOCAL AGREEMENTS WITH TRAVIS COUNTY FOR AGENCY REIMBURSEMENTS UNDER RULE 251.3: (9:17 AM)
 - A. EMERGENCY SERVICES DISTRICT NO. 1;
 - B. EMERGENCY SERVICES DISTRICT NO. 2;
 - C. EMERGENCY SERVICES DISTRICT NO. 3;
 - D. EMERGENCY SERVICES DISTRICT NO. 4;
 - E. EMERGENCY SERVICES DISTRICT NO. 5;
 - F. EMERGENCY SERVICES DISTRICT NO. 6;
 - G. EMERGENCY SERVICES DISTRICT NO. 8;
 - H. EMERGENCY SERVICES DISTRICT NO. 9;
 - I. EMERGENCY SERVICES DISTRICT NO. 10;
 - J. EMERGENCY SERVICES DISTRICT NO. 11;
 - K. EMERGENCY SERVICES DISTRICT NO. 12;
 - L. EMERGENCY SERVICES DISTRICT NO. 14; AND
 - M. CITY OF AUSTIN.

Items 7.A-M postponed until December 30, 2008.

PURCHASING OFFICE ITEMS

8. APPROVE MODIFICATION NO. 3, INTERLOCAL AGREEMENT NO. IL070209VR, ENVISION CENTRAL TEXAS, FOR REGIONAL PLANNING STUDY. (TRANSPORTATION AND NATURAL RESOURCES) (9:43 AM)

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to approve Item 8.

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	no
Precinct 4, Commissioner Margaret J. Gómez	yes

9. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONVERSION OF TWO WEAPONS TO TRAVIS COUNTY IN ACCORDANCE WITH ARTICLE 18.17 OF THE TEXAS CODE OF CRIMINAL PROCEDURE. (FIXED ASSETS) (9:34 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 CONTRACT AWARD FOR HIGH PRESSURE DRY ICE BLASTER SYSTEM, IFB NO. B090035NB, TO THE SOLE BIDDER, HOTSY CARLSON EQUIPMENT COMPANY. (TRANSPORTATION AND NATURAL RESOURCES) (9:34 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 CONTRACTS WITH 42 CONTRACTORS FOR THE PROVISION OF SOCIAL SERVICES AND AUTHORIZE COUNTY PURCHASING AGENT TO SIGN ON THE COURT'S BEHALF. (SEE "ATTACHMENT A" FOR LISTING OF SUCH CONTRACTORS) (9:34 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE MODIFICATION NO. 31 TO CONTRACT NO. MA980095, TIBURON, INC., FOR AGREEMENT FOR EXTENDED SERVICES. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (9:44 AM) (9:47 AM)

Members of the Court heard from: Judy Pittsford, Project Manager, Information and Telecommunications Systems (ITS).

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 12.

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

13. APPROVE MEMORANDUM OF AGREEMENT FOR THE HUNTERS FOR THE HUNGRY PROGRAM AND AUTHORIZE COUNTY PURCHASING AGENT TO SIGN ON THE COURT'S BEHALF. (9:34 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

14. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 3.573 ACRE PORTION OF A RIGHT OF WAY ORIGINALLY DEDICATED FOR HEATHERWILDE BOULEVARD. (9:34 AM)

Clerk's Note: Item 14 is the action item for the public hearing on Agenda Item 1.

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.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

17. 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): (2:36 PM)
- A. RECEIVE NOTIFICATION THAT NO COMMENTS WERE RECEIVED DURING THE PUBLIC COMMENT PERIOD;
 - B. REPORT INCLUDING CHANGES MADE DURING THE PUBLIC COMMENT PERIOD; AND
 - C. SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, SAN ANTONIO FIELD OFFICE, REGION VI.

Clerk's Note: Items 17.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve the recommended changes in Item 17.B.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 17.C, plus submission to the Regional Office.

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 17.A Discussion only. No formal action taken.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE TO USE PARENTING IN RECOVERY GRANT MONEY TO SEND STAFF FROM PARTNER AGENCIES TO CONFERENCE IN WASHINGTON, D.C. (9:34 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.

OTHER ITEMS

19. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:34 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF NOVEMBER, 2008. (9:34 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 APPOINTMENT OF JEANNE STAMP TO SERVE ON THE BOARD OF THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES. (COMMISSIONER GOMEZ)
(9:34 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 LEGISLATIVE MATTERS, INCLUDING: (2:23 PM)
- A. THE LEGISLATIVE TRACKING SYSTEM TRAVIS COUNTY WILL USE;
AND
 - B. THE TRAVIS COUNTY LEGISLATIVE PROGRAM FOR THE 81ST TEXAS LEGISLATURE, WHICH BEGINS ON JANUARY 13, 2009.

Clerk's Note: Items 22.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez to approve Item 22.B, with the knowledge that it's a living and breathing document and will probably change significantly.

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	no
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 22.A was discussion only. No formal action taken.

23. 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. (COMMISSIONER ECKHARDT)
(1:47 PM)

Members of the Court heard from: Ross Malloy, President, Austin-San Antonio Corridor Council.

Discussion only. No formal action taken.

24. 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 ITS JURISDICTION, BUT OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY. (COMMISSIONER ECKHARDT) (2:13 PM)

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Commissioner Daugherty **and seconded by** Commissioner Eckhardt to approve Item 24.

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 AMENDMENT NO. FIVE TO THE MEMORANDUM OF UNDERSTANDING RELATING TO SECURITY FOR THE COMBINED TRANSPORTATION, EMERGENCY AND COMMUNICATIONS CENTER, EXTENDING THE SCOPE OF WORK FOR THE TRAVIS COUNTY SHERIFF'S OFFICE THROUGH FISCAL YEAR 2009. (9:34 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON BONDS FOR THE FOLLOWING ELECTED OFFICIALS: (2:39 PM)
- 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;
 - G. NELDA WELLS SPEARS, TAX ASSESSOR-COLLECTOR; AND
 - H. **ADDED ITEM:** DANNY THOMAS, CONSTABLE, PRECINCT ONE.

Clerk's Note: Items 26.A-H are associated with one another and were called for concurrent discussion.

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve Items 26.A-F and Item 26.H.

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 26.G postponed until December 30, 2008.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON BONDS FOR THE FOLLOWING: (2:41 PM)
- 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;
 - D. CARLOS B. LOPEZ, CHIEF DEPUTY CONSTABLE PRECINCT FIVE; AND
 - E. **ADDED ITEM:** CRAIG HOWARD, CHIEF DEPUTY CONSTABLE, PRECINCT ONE.

Clerk's Note: Items 27.A-D are associated with one another and were called for concurrent discussion.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Items 27.A-D.

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 29.E postponed until December 30, 2008.

28. RECEIVE UPDATE 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. (10:27 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, PBO; Margaret Shaw, Director, Neighborhood Housing and Community Development, City of Austin; Reverend Ricky Moreland, Travis County Resident; Scottie Ivory, Chestnut Neighborhood Association; Gus Peña, Travis County Resident; Elmer Phoenix, Travis County Resident; Pastor Robert Walker Sr., Travis County Resident; A. W. Anthony Mays, Senior Pastor, Mount Sinai Missionary Baptist Church; and Herbert Johnson, Chairman, Deacons Board, St. Stephen's Baptist Church.

Discussion only. No formal action taken.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING DONATION OF LE 230 ULTRASONIC WEAPON CLEANING SYSTEM FROM J.C. HUNDLEY TO BE USED BY THE SHERIFF'S RANGE MASTER TO CLEAN, CONDITION AND LUBRICATE WEAPONS. (9:34 AM)

Clerk's Note: Item 29 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

30. 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 TRAVIS COUNTY YOUTH. (9:18 AM)

Item 30 postponed until December 30, 2008.

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.

31. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (2:41 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.

Item 31 postponed until December 30, 2008.

32. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING REMEDIES TO CONSIDER FOR PRODUCTS RECEIVED FROM INTEGRIAN, INC. AND TAKE APPROPRIATE ACTION. ¹ (2:41 PM) (3:30 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.

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we authorize Staff to keep negotiating with Integrian, Inc., regarding the sixty-five DP2 systems, to give them an opportunity to basically replace those systems we have with working systems, and ask Cyd Grimes, Travis County Purchasing Agent to continue, consistent with our discussions.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

33. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST FROM AUSTIN KENNEL CLUB TO LICENSE THE TRAVIS COUNTY EXPOSITION CENTER. ¹ (9:17 AM)

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.

Item 33 pulled from the Agenda.

34. RECEIVE LEGAL BRIEFING ON TERMS AND CONDITIONS OF CONTRACTS WITH STAR OF TEXAS RODEO AND TAKE APPROPRIATE ACTION. ¹
(2:41 PM) (3:32 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.

Members of the Court heard from: Tenley Aldredge, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we ask the County Attorney's Office to prepare appropriate amendments to our outstanding contract, which provides different provisions for only 2009, there will be two amendments, but that we indicate a total payment to the County in the amount of \$150,000.00, plus in-kind contributions of services that we need at the Expo Center, or payment of \$30,000.00 in cash to the County; that we will otherwise authorize Staff to keep working with representatives from the Star of Texas Rodeo to carry out whatever we need done, consistent with the discussions that we've been having with them over the last month. That at some point we be given final documents, hopefully signed, for final Court action.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Judge Biscoe and seconded by Commissioner Gómez to adjourn the Voting Session. (3:33 PM)

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Sarah Eckhardt yes
 Precinct 3, Commissioner Gerald Daugherty absent
 Precinct 4, Commissioner Margaret J. Gómez yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Voting Session Tuesday, January 6, 2009
(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 Northwest Travis County Road District
No. 3 Minutes for the:**

**Voting Sessions of October 28, 2008 and
December 23, 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 – OCTOBER 28, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 28th day of October 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:42 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Three Commissioner Gerald Daugherty was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:43 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:42 PM)

Item 1 not needed.

2. APPROVE NORTHWEST TRAVIS COUNTY ROAD DISTRICT #3 MINUTES FOR VOTING SESSIONS OF AUGUST 12 AND OCTOBER 7, 2008. (1:42 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES OF MEETING – DECEMBER 23, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 23rd day of December 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:44 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 Northwest Travis County Road District No. 3 (Golden Triangle) at 1:45 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:44 PM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 1, to invest the funds and pay the claims.

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

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

1

Voting Session Tuesday, January 6, 2009
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Cave Road District
No. 1 Minutes for the Voting Session of
December 23, 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 23, 2008

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 23rd 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 1:45 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 1:45 PM.

1. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT #1 MINUTES FOR THE VOTING SESSION OF DECEMBER 9, 2008. (1:45 PM)

Motion by Commissioner Gómez and seconded by Commissioner Daugherty to approve Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:45 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

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 January 6, 2009 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 elect officers of the Corporation.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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