

## Travis County Commissioners Court Agenda Request

Meeting Date:   February 10, 2009  

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

B. Specific Agenda Wording:

**APPROVE PROCLAMATION RECOGNIZING THE NATIONAL PRIMITIVE BAPTIST CONVENTION.**

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -4 AM 11:46

# Travis County Commissioners' Court Agenda Request

Meeting Date: FEBRUARY 10, 2009

I. A. Requestor: COMMISSIONER SARAH ECKHARDT Phone # 854-9222

B. Specific Agenda Wording:

**APPROVE PROCLAMATION RECOGNIZING FEBRUARY 14, 2009 AS "TAKE HEART AUSTIN DAY" IN TRAVIS COUNTY.**

C. Sponsor:   
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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- Transfer of existing funds within or between any line item budget
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- A change in your department's personnel (reclassifications, etc.)

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County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

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# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: February 10, 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 PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF 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

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.

COUNTY OF TRAVIS       §  
                                  §  
STATE OF TEXAS         §

**ORDER PROHIBITING  
OUTDOOR BURNING**

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

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

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

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

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

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

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

This order prohibiting outdoor burning shall expire on March 11, 2009 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 10<sup>th</sup> DAY OF FEBRUARY 2009.

TRAVIS COUNTY COMMISSIONERS COURT

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge



# EMERGENCY SERVICES

**DANNY HOBBY, EXECUTIVE MANAGER**

P.O. BOX 1748, AUSTIN, TEXAS 78767  
(512) 854-4416, FAX (512) 854-4786

*Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator*

*Fire Marshal  
Hershel Lee, Interim Fire Marshal*

*Medical Examiner  
Dr. David Dolnak*

*STAR Flight  
Casey Ping, Program Manager*

## MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, Executive Manager Emergency Services

**From:** Pete Baldwin, Emergency Management Coordinator

**Date:** February 3, 2009

**Subject:** **Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

The current Burn Ban expires on February 11, 2009. Travis County has not received any significant rainfall in the past 30 days. The KBDI in Travis County continues to be over 600. The current drought monitors indicate that Travis County is in a severe drought category with increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at these levels. The Office of Emergency Management and the Fire Marshal's Office recommend approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.

Thank you.

Revised

# 4

**Travis County Commissioners Court Agenda Request**

RECEIVED  
COUNTY JUDGE'S OFFICE

Voting Session February 10, 2009  
(Date)

09 FEB -5 PM 1:21

**I. Request**

A. Request made by:



Alicia Perez, Executive Manager, Administrative Operation Phone # 854-9499

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested text:

**Consider and take appropriate action to recognize Travis County employees who participated in the Travis 1000 and Virgin HealthMiles Wellness Program Challenges.**

C. Approved by:

\_\_\_\_\_  
(Signature of Commissioner or County Judge)

**II. Additional Information**

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

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 Office (854-9125)**





Updated 2-6-09 at 3:53pm

## *Human Resources Management Department*

1010 Lavaca, Second Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

### Backup Memorandum

Date: February 10, 2009  
To: Members of the Commissioners Court  
From: Wellness Committee  
Subject: Recognize Travis 1000 and Virgin HealthMiles Challenge Participants

#### **Proposed Motion**

**Consider and take appropriate action to recognize Travis County employees who participated in the Travis 1000 and Virgin HealthMiles Wellness Program Challenges.**

#### **Summary:**

Travis County employees were given the opportunity to participate in two 12 week Wellness Programs. Virgin HealthMiles donated 100 pedometers, at no cost to the county, that were given to participants to track their progress. The first program was a weight loss initiative, The Travis 1000 Challenge, to encourage 100 employees to enroll in 24-Hour Fitness and lose 10 pounds in 12 weeks.

The second program was the Virgin HealthMiles Challenge for those employees who did not commit to the Travis 1000 Challenge but still wanted to participate in a weight loss program.

There were 112 participants who entered the two challenges. Of the 112 participants 62 enrolled in the Travis 1000 Challenge and 50 participants signed up for the Virgin HealthMiles Challenge. Of the 112 participants 57 or 51% completed their 12 week challenges. Those participants were recognized at an award presentation on Friday January 23, 2009 in the HRMD conference room. Participants at the presentation voiced favorable comments about the challenges and suggested scheduling similar programs closer together. They also suggested more programs with a shorter duration.

Additional details on each challenge are explained in Attachments I and II. Attachment III is an invitation sent out to all the participants.

**Fiscal Impact:**

The cost of the two programs was \$652.50 for participant t-shirts. The Travis 1000 and Virgin HealthMiles t-shirt cost was approved by Commissioners Court on September 2, 2008 from the Health Facilities Development Corporation. Various awards were donated to the County by local sponsors.

**Prevention:**

One of the purposes of the Travis 1000 Challenge was to show how weight loss improves blood pressure, cholesterol, and blood sugar levels. Seventeen participants completed the challenge. Nine of the seventeen participants had a decrease in body mass index (BMI), weight, and waist circumference. The National Heart, Lung, and Blood Institute referenced a study showing how weight loss of just 0.5 kg or 1.1 pound with a cardio protective diet, lowers incidence of cardiac events by 50 %. Advantages of weight loss are a decreased likelihood of disease. Our study participants are on the right track for prevention or progression of chronic disease.

**Background:**

Commissioner Courts directed the Travis County Health and Wellness Program to provide employees with a variety of challenges to encourage our workforce to become more active. We are very pleased with the results of our first challenge as we look forward to Travis County employees moving toward living a healthier lifestyle. Below are examples of other wellness programs Travis County has offered to our employees,

- RunTex Born to Run twelve weeks training series geared toward training employees to participate in different walk/run events throughout the year
- Stress Classes offered by clinic doctors
- Healthy Weight & Nutrition classes offer the clinic doctors and extension services

In response to participant suggestions we are planning a calendar of wellness classes and programs to be distributed to all county offices and departments. This step will help employees plan to participate in programs that interest them.

**Attachments:**

I – Outline of the summary data from the Travis 1000 Challenge

II - Outline of the summary data from the Virgin HealthMiles Challenge

III- Travis 1000 Challenge Virgin HealthMiles Awards Invitation



# TRAVIS COUNTY EMPLOYEES WELLNESS & HEALTH CLINIC

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## Travis 1000 Challenge Summary

### *Introduction*

The Travis 1000 Challenge was to challenge 100 employees enrolled with 24-hour fitness to lose 10 pounds in 12 weeks. The challenge began on August 18, 2008 and ended on November 2, 2008. Summary data will reflect the number of participants and the results of the Travis 1000 Challenge

### *Summary Data*

By the end of August 31, 2008, 62 participants entered the challenge. Of the 62 participants, sixty-three percent or 39 had initial lab work drawn to determine baselines.

Participation is broken down into 4 categories:

- **Never started**- participants who signed up, but did not visit clinic for baseline lab work and measurements.
- **Dropped out**- participants who signed up, visited the clinic for baseline lab work and measurements, but did not follow up with clinic doctor, return for repeat or ending lab work and measurements or withdrew from the challenge.
- **Incomplete data**-participants who had initial lab work and measurements, but had data missing, such as measurements or repeat lab work at the end of challenge.
- **Completed**-participants who had initial lab work and measurements at the beginning of the challenge and at the end of the challenge.

Participation data is shown below:

- |                          |    |
|--------------------------|----|
| • <b>Never started</b>   | 14 |
| • <b>Dropped out</b>     | 17 |
| • <b>Incomplete data</b> | 14 |
| • <b>Completed</b>       | 17 |

<b>Total number</b>	<b>62</b>
---------------------	-----------

Looking at percentages, 27 % completed the challenge and 73% did not complete.

The data below reflects the results of the 17 participants who completed the 12-week challenge.

### **Total Cholesterol**

- 11 participants had an average decrease in total cholesterol of 27 points.
  - 1 of the participants had a decrease of 119 points.
- 6 participants had an average increase in total cholesterol of 21.5 points.

### **Glucose**

- 6 participants had an average decrease in glucose of 6.8 points
  - 1 of the participants went from being pre-diabetic to normal.
- 11 participants had an average increase of 7.8 points

The following data reflects the categories that earned the participants incentives.

### **BMI**

- 10 participants had an average decrease of 1.2 points
- 7 participants had an average increase of 0.7 points

### **Waist Circumference**

- 12 participants had an average decrease of 1.8 inches
- 5 participants had an average increase of 1.2 inches

### **Weight Loss**

- 9 participants had an average decrease of 7.6 pounds
- 8 participants had an average increase of 4.5 pounds

Total weight loss for all 17 participants was 68.5 pounds. Two participants made up the bulk of the weight loss, losing a total of 30.25 pounds.

### ***Conclusion***

Although the goal of 1000 pounds was not met, some very important things to note are the decreases. On average, 9 of the 17 participants made behavioral life style changes. The increased results demonstrate the need for further study to improve participation and compliance through more specific behavioral education programs.

1/12/2009



# TRAVIS COUNTY WELLNESS PROGRAM

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## Virgin HealthMiles Challenge Summary

### *Introduction*

The Virgin HealthMiles Challenge was for those employees who did not sign up for the Travis 1000 Challenge but wanted to participate in a challenge. Virgin HealthMiles donated 100 pedometers at no cost to the county. Participants who registered with Virgin HealthMiles received a pedometer free. The Virgin HealthMiles program consisted of 42 individuals and 7 teams who challenged each other to see who could get the most steps. The challenge began on August 25, 2008 and ended on November 17, 2008. Summary data will reflect the number of participants and the results of the Virgin Healthmiles Challenge.

### *Summary Data*

There was 50 participants entered the challenge of the 50 participants 42 participants completed the 12 week challenge. The total number of steps completed during the challenge was 25,626,285.

Participation is broken down into 3 categories:

- **Never started**- participants who signed up, got pedometers but never logged in.
- **Dropped out**- participants who signed up, logged in but never log steps or lost pedometers.
- **Completed**-participants who completed the challenge from beginning to end.

Participation data is shown below:

• <b>Never started</b>	6
• <b>Dropped out</b>	2
• <b>Completed</b>	42
<b>Total number</b>	<b>50</b>

Looking at percentages, 84 % completed the challenge and 16% did not complete.

1/15/2009

The data below reflects the results of the top 3 individuals and teams completing the 12 week challenge.

<u>Top 3 Individuals</u>	<u>Team Name</u>	<u>Total Steps</u>
• Diane Sager	IPEDS	1,890,680
• Christina Jensen	Tough n Ruthless	1,606,303
• Philip Arno	IPEDS	1,588,242

<u>Top 3 Teams</u>	<u>Avg. steps per member</u>
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***First Place***

<b>Tough n Ruthless (TNR)</b>	<b>1,117,286</b>
Capt. Sydnia Crosbie	
Cynthia Mc Donald	
Joe Gieselman	
Vera Rodriguez	
Sheryl Holder	
Christina Jensen	
Monty Cline	

***Second Place***

<b>IPEDS (ITS)</b>	<b>793,582</b>
Capt. Diane Sager	
Philip Arno	
Thomas Kokas	
Russell Hahn	
Chris Stangland	
Ben David Friend	
Lee Mc Cullough	
Molly Hodges	
Cecile Bogan	

***Third Place***

<b>PBO Trippers</b>	<b>660,410</b>
Capt. Travis Gatlin	
Leroy Nellis	

***Conclusion***

All participants received a Certificate of Achievement and a T-Shirt with their team name.



# **TRAVIS 1000 Challenge VIRGIN HEALTHMILES AWARDS**

**When: January 23rd, 2009  
12:00 noon**

**Where: HRMD Conference Room  
1010 Lavaca, 2nd Floor**

*Light refreshments will be served*



# 5

**Travis County Commissioners Court Agenda Request**

Voting Session: February 10, 2009  
(Date)

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

I. A. Request made by: Sherri E. Fleming Phone: 854-4100  
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action on the Following Matters Related to the Travis County Healthcare District Board of Managers:

- A. Review of Applications to fill County-Appointed and Joint City/County Vacancies,
- B. Proposed Questions for Interviews with Candidates, and
- C. Timeline and Other Related Issues.

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

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable.

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Human Resources Department (854-9165)

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

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Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

09 FEB - 3 PM 2: 52

RECEIVED  
COUNTY JUDGE'S OFFICE

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





**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
Executive Manager  
(512) 854-4100  
Fax (512) 854-4115**

**DATE:** February 3, 2009

**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:** Vacancies on Board of Managers of Travis County Healthcare District

**Proposed Motion:**

Consider and Take Appropriate Action on the Following Matters Related to the Travis County Healthcare District Board of Managers:

- A. Review of Applications to fill County-Appointed and Joint City/County Vacancies,
- B. Proposed Questions for Interviews with Candidates, and
- C. Timeline and Other Related Issues.

**Summary and Staff Recommendations:**

Pursuant to Section 281.021(d) of the Texas Health and Safety Code, the Travis County Commissioners Court is responsible for selecting and appointing four members of the Travis County Healthcare District Board of Managers. A fifth Manager is selected by the Court jointly with the City of Austin

The original board members began their terms on August 2, 2004. One county appointee's term and the jointly-appointed member's term will expire on December 31, 2008. The bylaws adopted by the Board of Managers provide that new terms will begin

on January 1 of each year. The Board's bylaws provide that the Managers will serve until their re-appointment or the selection of their successor.

Since December of 2008, the Court has publicized its Call for Nominations to the Board of Managers using County and Healthcare District websites, local media sources, as well as community centers and local professional organizations and networks. Staff recommends appointment of a subcommittee to review the list of applicants and proposed interview questions.

The City of Austin's Public Health and Human Services Subcommittee is currently scheduled to meet and will consider the application process for City's appointees to the Board of Managers and its recommendation for the joint City-County appointee on its next agenda on Wednesday, February 11, 2009, at 3:00 p.m. in Council Chambers.

### **Issues and Opportunities:**

On May 1, 2007, the Travis County Commissioners Court approved an amended process to ensure appropriate notice of the expiring terms of members of the Board of Managers of the Travis County Healthcare District. The process was designed to allow the Court time to determine the best course for appointing or re-appointing citizens to the Board of Managers.

When vacancies have previously existed, the Commissioners Court had appointed a subcommittee made up of two members of the Court and the HHS&VS Executive Manager to review the applications submitted for the Board of Managers vacancies.

A list of potential applicants who have submitted application by the January 30, 2009 deadline is attached.

### **Background**

Travis County named four appointees and one appointee jointly with the City of Austin to the Board in August 2004. The Board of Managers immediately drew lots to determine the length of each member's term. Travis County appointee, Frank Rodriguez and Joint Travis County and City of Austin appointee Carl S. Ritchie, Jr. drew four-year terms.

Board member Frank Rodriguez was recently reappointed by Court action in December 2008.

**Current members of the Travis County Healthcare District Board of Managers are:**

- Chairperson, **Carl S. Richie, Jr.** - Joint County/City Appointee – **Term expiring**
- Vice-Chairperson, Thomas Coopwood, M.D.- City Appointee
- Secretary Rose Lancaster - City Appointee
- Treasurer Rosie Mendoza - City Appointee
- Manager Bobbie Barker - City Appointee
- Manager Clarke Heidrick - County Appointee
- Manager Donald Patrick - County Appointee
- Manager **Frank Rodriguez** - County Appointee
- *Manager Eduardo Sanchez, M.D., M.P.H. - County Appointee – Resigned*

*(Managers with terms expiring are in bold. Manager Sanchez resigned earlier this year.)*

cc: Stacy Wilson, Attorney, Travis County Attorney's Office  
Trish Young Brown, CEO, Travis County Healthcare District

**TRAVIS COUNTY**  
**HEALTHCARE DISTRICT APPLICANTS**

1. Barbara E. Powell
2. Kathy R. Rider, LCSW
3. Anthony Haley, Esq.
4. Kathryne B. Tovo, PhD
5. Katrina M. Daniel, RN
6. Judy P. Cortez
7. Selia Servin-Lopez, PsyD
8. David R. Shaw
9. Wayne B. Sorenson, PhD
10. Dustin D. McLemore
11. Marina Sifuentes, R.Ph.
12. Brenda Coleman-Beattie
13. James Tai, M.D.

## **PROPOSED INTERVIEW QUESTIONS FOR APPLICANTS To The Travis County Healthcare District Board of Managers.**

1. Why are you interested in serving on the Board of Managers?
2. List the most important attributes you would bring to the Healthcare District if selected to serve on the Board of Managers.
3. What do you consider the primary mission, challenges and opportunities for the Healthcare District?
4. What, in your view, can the Board of Managers do to ensure the success of the Healthcare District?
5. What limitations, if any, are placed on the time you have available for service on the Board of Managers?
6. Describe an event or project in your personal or professional life where your leadership helped to navigate a diverse group to consensus on a difficult issue.
7. Describe your personal philosophy on public policy relating to providing healthcare.
8. Are there any comments or questions for the members of the Commissioners Court?

**Call for Nominations to the  
Travis County Healthcare District Board of Managers  
That Will Represent Travis County**

Travis County is seeking candidates to serve on the Board of Managers (The Board) of the Travis County Healthcare District, the District created by an affirmative vote of Travis County voters on May 15, 2004. Four positions are appointed by Travis County, four by the City of Austin, and a consensus appointment is jointly agreed upon by the Commissioners Court and City Council.

These nine appointees serve as the Board of Managers and organize, plan and supervise the Travis County Healthcare District (TCHD). All District Managers must understand the unique role of Travis County in the District. The District's financial statements are a part of the Travis County consolidated financial statement that is presented annually to New York's bond rating firms. The Court has the right under the legislation creating the District to prescribe the method of purchasing and expenditures and accounting and control procedures for the District unless it delegates its power to do so to the District. The District is intended to promote transparency and accountability to the public in the provision of health care.

The Travis County Commissioners Court seeks individual(s) to represent all the stakeholders of the County. The Court's goal is to achieve geographic, gender and constituent diversity on the Board in order to reflect the overall diversity of the County. The Board must provide exceptional vision, possess excellent business and administrative skills and be active in community affairs. Board members must be team members and work with all Central Texas health care providers, reflecting local sensitivities in their decision-making process.

Candidates must not only instantly command the confidence of the Travis County citizens, but also have the respect of the local health care, business, and financial, professional, and governmental sectors. Members must possess outstanding business judgment and unquestionable integrity.

**BOARD OF MANAGERS' RESPONSIBILITIES**

The Board is charged with determining the regional vision, mission, and outcomes of the District and implementing appropriate policies and procedures. The following are additional Board responsibilities:

- Managers are responsible for governance of the District.
- Managers will supervise the drafting of the Board's bylaws and adopt appropriate by-laws.

- Managers will be responsible for the hiring and general direction to the District Administrator.
- Managers must be willing to commit the time required to prepare, attend and actively participate in scheduled Board meetings as well as various individual and/or committee assignments.
- Managers will serve staggered terms.

**The Conflict of Interest Affidavit must be completed signed and submitted with the application. An applicant must also submit a completed and signed personal financial statement as provided by Chapter 572, Texas Government Code, with the application.**

### **NOMINATION FORMS AND GUIDELINES**

The nomination/application form included in this packet should be completed and mailed, along with a resume and three references to:

**Travis County Commissioners Court  
Attn: Honorable Samuel T. Biscoe  
314 West 11<sup>th</sup> Street, Suite 520  
Austin, Texas 78701**

Applications will be accepted beginning \_\_\_\_\_ through \_\_\_\_\_. Applications may be submitted electronically by clicking on the Travis County Web Site ([www.co.travis.tx.us](http://www.co.travis.tx.us)). Persons who apply electronically must also submit a signed hard copy by mail or hand delivery to the above address. A hard copy of the Application Packet will be available in the County Judge's Office.

## **Healthcare District Composition**

Among hospital and healthcare districts in Texas, consensus does not exist on the criteria for selecting members of the governing board. However, based on information available from the districts and also from national organizations focusing on health and hospital boards, the following considerations may guide selection.

### **Personal Attributes/characteristics**

- Demonstrated commitment to community service
- Support for mission and values of the organization
- Current on all taxes
- County resident

### **Expertise in the following areas may be useful to the organization:**

- Finance
- Business management
- Community needs
- Information technology
- Quality management
- Marketing and communications
- Political relations
- Law
- Real estate
- Medicine
- Health care
- Social services

### **Competencies**

- Leadership qualities
- Ability to think strategically
- Ability to communicate effectively
- Ability to work collaboratively

### **Other Considerations:**

- Board composition reflects the diversity of the community (race, ethnicity, gender, age)
- Consumer representation

### **Issues to consider:**

- Conflict of interest, including financial benefit from the district
- Not more than 49% should represent management or physicians with hospital privileges



## **QUALIFICATIONS:**

**Preference will be given to candidates with a history exhibiting skills, experience and abilities in a majority of the following:**

- Outstanding or strong business achievement. Because this is a new enterprise, with no local precedent, candidates with demonstrated experience with a successful business management background will be particularly attractive.
- Demonstrated ability in understanding finance, comprehending and managing large budgets.
- Able to learn, understand and comply with rules and standards governing the conduct of public business.
- Able to work with all Central Texas healthcare providers and understand public and private healthcare needs.
- Extensive involvement in multiple leadership roles on community healthcare or human services, or other community, boards or projects.
- Able to work with Central Texas medical community, including hospitals, clinics, physicians, and nurses.
- Experience recruiting, hiring, and managing senior management personnel.
- Outstanding communications skills.
- Capable of dedicating significant time to service on the Board, especially during the first two years.
- Demonstrated experience in controlling costs while maximizing services and service delivery.
- Ability to collaborate with public officials, staff, and Board colleagues.
- A resident of Travis County.

**In addition to the above qualifications, preferences will be given to candidates who can demonstrate the following personal characteristics:**

- Respect for public input and involvement
- Consensus building
- Strong ethics
- Integrity

Board composition reflects the diversity of the community (race, ethnicity, gender, age)  
Consumer representation

Issues to consider:

Conflict of interest, including financial benefit from the district

Not more than 49% should represent management or physicians with hospital privileges

## TRAVIS COUNTY APPOINTEES

**Clarke Heidrick** is an attorney with the firm of Graves, Dougherty, Hearon & Moody, where he has practiced law since 1977. He specializes in general business law, mergers and acquisitions, corporate and securities, real estate acquisitions, banking and finance, and tax-exempt organizations

**Frank Rodriguez** is the **Development Director** for Mexic-Arte Museum. In this capacity he is responsible for strategic development activities related to the Museum's growth and development. Prior to this position, Mr. Rodriguez was a business owner for a firm specializing in financial and business planning for both the private and public sector.

**Donald W. Patrick, M.D., J.D.** is a physician and an attorney and most recently served as the Executive Director of the Texas Medical Board, the body responsible for regulating healthcare in Texas. Previous to this position, Dr. Patrick practiced neurosurgery in Austin from 1969 to 2001 and is a Diplomate of the American Board of Neurological Surgery.

*One Travis County appointee position is vacant, with approximately two years remaining in the term.*

## JOINT TRAVIS COUNTY/ CITY OF AUSTIN APPOINTEE

**Carl S. Richie II** is the **Vice President** of Government Affairs at TXU Energy. Prior to joining TXU Energy, Mr. Richie represented clients before the Texas Legislature on a broad array of public policy issues and in contested and enforcement administrative matters before state and federal agencies.

## CITY OF AUSTIN APPOINTEES

**Rose Lancaster** is a **healthcare advocate** who served ten years on the Board of Directors of the Austin/Travis County Community Health Centers. Additionally, she serves as the Chair of the Health Committee for the Homeless Task Force, a collaborative planning effort focused on ending chronic homelessness in Travis County

**Rosie Mendoza** is a licensed **Certified Public Accountant** and is the managing shareholder for R. Mendoza & Company, P.C. with expertise in financial and governmental accounting, where she leads the attest services area of the firm.

**Thomas B. Coopwood, M.D., F.A.C.S.** is retired from a distinguished career as a **surgeon** serving the Austin community for over 30 years. During his career, Dr. Coopwood served as Chief of Surgery at Brackenridge Hospital from 1980 to 1985, Chief of Staff at Brackenridge Hospital in 1986 and Chief of Surgery at St. David's Hospital from 1988 to 1990.

**Bobbie Barker** is the **Vice President** for Grants and Community Programs at St. David's Community Health Foundation. In that role, she overseeing the Foundation's multimillion-dollar grant making process, ongoing development of the Foundation's program areas of mental health, aging services, and healthy living, and outreach to other community agencies and programs.

**BUDGET AMENDMENTS AND TRANSFERS****FY 2009**

COUNTY CLERK'S OFFICE

09 FEB -4 AM 9:55

2/10/2009**AMENDMENTS**

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$19,593	1
	001	3910	585	0701	CSCD	Reg Salaries-Permnt Empl	\$16,554		
	001	3910	585	2002	CSCD	FICA Tax - OASDI	\$1,026		
	001	3910	585	2005	CSCD	Retirement Contribution	\$1,773		
	001	3910	585	2007	CSCD	FICA Tax - Medicare	\$240		

**TRANSFERS**

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	3102	566	7511	Cons. Pct 1	Investigations		\$3,000	4
	001	3101	566	0712	Cons. Pct 1	POPS Salaries	\$3,000		
T2	001	3102	566	3001	Cons. Pct 1	Office Equip,Furn,& Supp		\$1,532	4
	001	3101	566	0712	Cons. Pct 1	POPS Salaries	\$786		
	001	3101	566	2002	Cons. Pct 1	FICA Tax - OASDI	\$235		
	001	3101	566	2005	Cons. Pct 1	Retirement Contribution	\$405		
	001	3101	566	2006	Cons. Pct 1	Worker's Compensation	\$51		
	001	3101	566	2007	Cons. Pct 1	FICA Tax - Medicare	\$55		
T3	001	3301	568	0701	Cons. Pct 3	Reg Salaries-Permnt Empl		\$1,965	7
	001	3301	568	0712	Cons. Pct 3	POPS Salaries		\$3,039	
	001	3301	568	1211	Cons. Pct 3	Civil Process Certification		\$5,000	
	001	3302	568	0801	Cons. Pct 3	Reg Salaries-Temp Empl	\$10,004		



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Members of the Commissioners Court  
**FROM:** Bill Derryberry, Senior Planning and Budget Analyst  
**DATE:** January 29, 2009  
**SUBJECT:** CSCD Security Overtime Budget Amendment

The Community Supervision and Corrections Department (CSCD) is requesting \$19,815 from the Allocated Reserve to CSCD for after-hours security services provided by Constable Precinct 4 through the use of overtime for their Counseling Center Program (Originally approved as the Day Treatment Center in FY 2008) at the Ray Martinez Building (RMB) beginning in March 2009.

This program was originally envisioned to have an ongoing cost \$112,000 a year for lease space, which was earmarked in the FY 08 Allocated Reserve pending location of appropriate lease space; however, space became available at RMB through the relocation of the CSCD Mental Health Unit with MHMR at 4920 North IH 35. This was approved by the Commissioners Court in September 2008. This request is for funding for security service for 7 months of FY 09. The annualized cost for this service is \$33,239. Please see the attached memorandum from the CSCD Director for further information.

PBO concurs with this request by CSCD for the transfer of \$19,815 from the Allocated Reserve to CSCD for Constable 4 after-hours security services for the balance of FY 09. Further, PBO recommends that with this approval, CSCD's FY 10 Target Budget amount be increased by \$33,239 to accommodate the annualized cost for this service.

If you have any questions, please give me a call at 4-4741.

**Cc:** Dr. Geraldine Nagy, Director, CSCD  
Rosie Ramón-Durán, Assistant Director, CSCD  
Robert Klepac, Lead Financial Analyst, CSCD  
Rodney Rhoades, Executive Manager, PBO  
Leroy Nellis, Budget Manager, PBO

# ADULT PROBATION DEPARTMENT

*of Travis County*

<b>Central Unit</b> 411 W. 13 <sup>th</sup> Street, Suite 400 Austin, TX 78701 512-854-4600 512-854-4606 Fax	<b>North Unit</b> 10409 Burnet Rd Austin, TX 78758 512-854-9775 512-854-4533 Fax	<b>Mental Health Unit</b> 4920 IH 35 North Suite 110 Austin, TX 78751 512-854-1800 512-854-4612 Fax	<b>South Unit</b> 4011 McKinney Falls Pkwy Suite 1300 Austin, TX 78744 512-854-CSCD (2723) 512-854-4612 Fax	<b>SMART</b> 3404 S FM 973 Del Valle, TX 78617 512-854-3150 512-247-5567 Fax
---	--	--	--	---



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

[www.co.travis.tx.us/AdultProbation](http://www.co.travis.tx.us/AdultProbation)

Voice Response System: 512-495-6563 or 1-800-451-3887

Dr. Geraldine Nagy, Director  
Rosie Ramón-Durán, Assistant Director

## MEMORANDUM

TO: Travis County Commissioner's Court

FROM: Geraldine Nagy, Director

DATE: January 20, 2009

SUBJECT: Afterhours Security at Pct. 4

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Adult Probation secured new funding from the state for staffing a new offender counseling facility in FY 2008. Commissioner's Court earmarked \$112,000 against allocated reserve for our Counseling Center (Original title: Day Treatment Center) for FY 2008. Adult Probation worked with Facilities Management to find suitable lease space, but it became an issue because of opposition at required Public Meetings.

Months of searching and public meetings proved unsuccessful, and Adult Probation came up with a plan to locate the Center in the Ray Martinez Building. This opportunity was possible because our Mental Health Unit has co-located with MHMR at 4920 N IH 35.

Locating the CSCD Counseling Program at Mc Kinney Falls would not only save Travis County the on-going cost of providing lease space (\$112,000/year) for the Counseling Program but a cost savings would be realized by our department by utilizing the existing physical space and staff infrastructure currently in place at this location, i.e. equipment, telephone and reception support as well as day time security. Additionally, the majority of our probationers are already used to reporting to this location and this would also be a benefit.

Facilities Management has successfully transferred funds previously dedicated to an ongoing lease into one-time renovation funds, and the renovations are nearing completion. The Center should start seeing clients in March during regular business hours and extended hours from 6:00 p.m. to approximately 9:00 p.m. daily and 8:00 a.m. to 1:00 p.m. on Saturdays. We had requested that a Deputy Constable provide security for these extended hours with some of the already approved lease space funds, but this request was overlooked during FY 09 mark-up. Our state grant does not allow for this expenditure. We respectfully request funding for the remainder of this FY and annually thereafter.

The funding requested would be for 16 hours per week at \$22.24/hr. This would require overtime at time and a half. Funding for March through September would be \$19,815. The annualized figure would be \$33,239.

My staff or I are available to answer any questions regarding this request.

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100%

Find | Next

Acrobat (PDF) file

Export

Budget Adjustment: 14673

Fyr \_ Budget Type: 2009-Reg

Author: 39 - KLEPAC, ROBERT

Created: 1/28/2009 8:31:03 AM

PBO Category: Amendment

Court Date: Tuesday, Feb 10 2009

Dept: RESERVES

Just: Other

Requesting Allocated Reserve Funds for extended hour security at Pct 4.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			19,593
				19,593
To Account		Project		Amount
001-3910-585-0701	REG SALARIES-PERMNT EMPL			16,554
001-3910-585-2002	FICA TAX - OASDI			1,026
001-3910-585-2005	RETIREMENT CONTRIBUTION			1,773
001-3910-585-2007	FICA TAX - MEDICARE			240
				19,593

Approvals	Dept	Approved By	Date Approved
Originator	39	ROBERT KLEPAC	1/28/2009 1:46:22 PM
DepOffice	39	DONNA FARRIS	1/30/2009 9:21:59 AM
DepOfficeTo	6	SEAN O'NEAL	1/30/2009 11:30:53 AM

Page 1

*ok MJD 1/30/09*  
*Revised Nellis 2/4/09*



Budget Adjustment: 14690

Fyr\_ Budget Type: 2009-Reg  
PBO Category: Transfer  
Just: Other

Author: 31 - DAVIS, GWENDOLYN  
Court Date: Tuesday, Feb 10 2009  
utilized for salary raise

Created: 1/28/2009 4:32:07 PM  
Dept: CONSTABLE 1

From Account	Acct Desc	Project	Proj Desc	Amount
001-3102-566-7511	INVESTIGATIONS			3,000
				3,000
To Account		Project		Amount
001-3101-566-0712	POPS SALARIES			3,000
				3,000

Approvals	Dept	Approved By	Date Approved
Originator	31	GWENDOLYN DAVIS	1/29/2009 1:49:47 PM
DepOffice	31	GWENDOLYN DAVIS	1/29/2009 1:49:48 PM

PBO concurs  
R. D. Drott  
2/29/09  
George Kelbis

Budget Adjustment: 14691

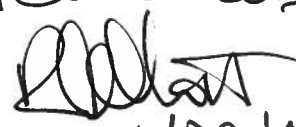
Fyr\_ Budget Type: 2009-Reg  
 PBO Category: Transfer  
 Just: Other

Author: 31 - DAVIS, GWENDOLYN  
 Court Date: Tuesday, Feb 10 2009  
 utilize for salary raise

Created: 1/28/2009 4:37:34 PM  
 Dept: CONSTABLE 1

From Account	Acct Desc	Project	Proj Desc	Amount
001-3102-566-3001	OFFICE EQUIP,FURN, & SUPP			1,532
				1,532
To Account		Project		Amount
001-3101-566-0712	POPS SALARIES			786
001-3101-566-2002	FICA TAX - OASDI			235
001-3101-566-2005	RETIREMENT CONTRIBUTION			405
001-3101-566-2006	WORKER'S COMPENSATION			51
001-3101-566-2007	FICA TAX - MEDICARE			55
				1,532

Approvals	Dept	Approved By	Date Approved
Originator	31	GWENDOLYN DAVIS	1/29/2009 1:49:43 PM
DepOffice	31	GWENDOLYN DAVIS	1/29/2009 1:49:44 PM

PBO Concurs  
  
 1/29/09  
 Perry J. Ellis

**From:** Gwen Davis  
**To:** Randy Lott  
**Date:** 1/29/2009 1:55 PM  
**Subject:** Per our conversation alimonies in the amount of \$4532 were transferred into account 001-3101-566-0712


Per our conversation alimonies in the amount of \$4532 were transferred into account 001-3101-566-0712 as well as other accounts to complete a step promotion for a Sr Deputy.

If any questions please feel free to email.

Thanks

Gwendolyn Davis  
Office Manager  
Constable, Pct 1  
Travis County, Texas  
Office (512) 854-7522  
Fax (512) 929-0981  
gwen.davis@co.travis.tx.us

For pay raise for slot 7.  
ABO confirms funding.

  
1/29/09

Budget Adjustment: 14662

Fyr \_ Budget Type: 2009-Reg

Author: 33 - RYDEN, LORETTA

Created: 1/27/2009 12:57:26 PM

PBO Category: Transfer

Court Date: Tuesday, Feb 10 2009

Dept: CONSTABLE 3

Just: Negbal

From Account	Acct Desc	Project	Proj Desc	Amount
001-3301-568-0701	REG SALARIES-PERMNT EMPL			1,965
001-3301-568-0712	POPS SALARIES			3,039
001-3301-568-1211	CIVIL PROCESS CERTIFICATN			5,000
				10,004
To Account		Project		Amount
001-3302-568-0801	REG SALARIES-TEMP EMPL			10,004
				10,004

Approvals	Dept	Approved By	Date Approved
Originator	33	LORETTA RYDEN	1/28/2009 12:08:26 PM
DepOffice	33	LORETTA RYDEN	1/28/2009 12:08:27 PM

*Proprietor Kelly's*  
*2/4/09*


**From:** Stacy Suits  
**To:** Randy Lott  
**Date:** 1/27/2009 3:45 PM  
**Subject:** Transfers for 2/10 agenda by CN3

**CC:** Loretta Ryden

We are making a series of transfers to beef up our temp (project) workers for Warrant Round Up. Temp and overtime spending will spike in Feb. and March along with our revenue.

Stacy Suits  
Chief Deputy  
Travis County Constable Pct. 3

PBO confirms the salary swings.

PBO concurs: 1/28/09  


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

Last Updated 2-6-09 at 3:53pm

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$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
<b>\$6,215,841 Current Balance</b>			

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$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
<b>(\$3,236,365) Total Possible Future Expenses (Earmarks)</b>	

**\$2,979,476 Remaining Allocated Reserve Balance After Possible Future Expenditures**

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

Last Updated 2-6-09 at 3:53pm

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
<b>\$2,909,298 Current Reserve Balance</b>			

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

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

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

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

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

**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
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
<b>\$588,273 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
<b>\$82,420 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
<b>\$81,095 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
<b>\$214,822 Current Reserve Balance</b>			



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

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

**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
<b>\$185,000 Current Reserve Balance</b>			

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
<b>\$700,000 Current Reserve Balance</b>			

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

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

7 ✓

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

COUNTY JUDGE'S OFFICE

Please consider the following item for:  
02-10-09

09 FEB -3 PM 3:38

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) Grant application to the Emergency Food and Shelter Board for Health and Human Services to provide emergency utility assistance to qualified Travis County residents.
- b) Grant contract with the US Department of Justice for the Sheriff's Office on-going technology improvements and/or personnel protection equipment upgrades through the 2008 Byrne Justice Assistance Grant (JAG).
- c) Grant contract with the Bureau of Justice Assistance for Juvenile Probation to extend the Justice and Mental Health Collaboration Program COPE from its original end date of February 28, 2009 to September 30, 2009.
- d) Grant contract with the Office of the Governor's Criminal Justice Division for the Juvenile Assessment Center in Juvenile Probation to extend the existing contract one month to match the State's fiscal year.

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

## TRAVIS COUNTY

2/10/2009

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	FTEs	Notes	Page #
<b><i>Applications</i></b>							
<b><i>a</i></b>	58	2009 Phase 27 Emergency Food and Shelter Program	1/1/2009 - 12/31/2009	\$143,272		1	7
<b><i>Contracts</i></b>							
<b><i>b</i></b>	37	2008 Byrne Justice Assistance Grant	10/1/2008 - 9/30/2010	\$70,002		1	19
<b><i>c</i></b>	45	Justice and Mental Health Collaboration Program COPE	9/1/2006 - 9/30/2009	\$246,662	\$61,666	1	1 25
<b><i>d</i></b>	45	JABG Juvenile Assessment Center	8/1/2008 - 8/31/2009	\$80,889	\$8,988	1.5	1 33

***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	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
19	Family Violence Accelerated Prosecution	\$98,842	\$53,223	1.39	1/6/2009
		<b>\$936,414</b>	<b>\$405,037</b>	<b>24.39</b>	

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## 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

23	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team	\$685,586			4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000				1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859				2/3/2009
		\$4,729,903	\$1,100,047	\$120,000	24.50	

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## 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
<b>Total Outstanding</b>		<b>\$ 330,776</b>	<b>\$ 44,224</b>		<b>8.00</b>	

\* 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
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
Total Outstanding		\$761,815.25	\$ -		6.00		

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### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	58/54
<b>Contact Person/Title:</b>	Lisa Sindermann / Contract Specialist
<b>Phone Number:</b>	854-4594

<b>Grant Title:</b>	2009 Phase 27 Emergency Food and Shelter Program		
<b>Grant Period:</b>	From:	1/1/2009	To: 12/31/2009
<b>Grantor:</b>	Emergency Food and Shelter Board		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:						0
Operating:	143,272					143,272
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	143,272	0	0	0	0	143,272
FTEs:						0.00

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

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						
# of Households receiving utility assistance using the eight utility assistance programs available through HHSVS Family Support Services	15,000	773	N/A for this period	N/A for this period	N/A for this period	15,000
<b>Measures For Grant</b>						

# of Households receiving utility assistance from the Emergency Food and Shelter Program	762	N/A for this period	N/A for this period	N/A for this period	N/A for this period	762
Outcome Impact Description	Assist households who are experiencing an economic emergency. The department assists these households by paying the highest one month amount still owed of the household's utility (electricity, gas, water or propane) bills.					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

HHS is requesting Commissioners Court approval of a grant application with the Emergency Food and Shelter Board (EFSP, formerly FEMA) for emergency utility assistance. The grant provides \$143,272 in funds for direct utility assistance for an estimated 762 clients. The County has received this grant for many years.

The grant does not require any county match or require the program to continue after termination of the grant. PBO recommends approval of the request.

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

As an existing program, these funds will continue to be used to provide emergency utility assistance to qualified Travis County residents. These grant funds are used to enhance a level of assistance to further the client's energy self-sufficiency.

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

Existing staff will perform eligibility determination and vendor payment processing. No additional funds are required.

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

No County match is required.

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

The application indicates that agencies are strongly encouraged to use all of the requested funds for direct client services. Keeping that intent, the funds awarded to Travis County in this Phase 27 will be used only for direct client assistance.

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

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service department Family Support Services division staff will continue to provide client interviews for eligibility determination of this program and the other programs available. This program funding assists the department in meeting the needs of clients who are experiencing an economic crisis and need assistance meeting their household utility obligations.



**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:** January 22, 2009

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Acceptance of 2009 Phase 27 Emergency Food and Shelter Program Application

**Proposed Motion:** Consider and take appropriate action to approve the 2009 renewal grant application for funding of the Emergency Food and Shelter Program Phase 27.

**Summary and Staff Recommendation:** Staff requests the acceptance and authorization to apply for \$143,272 in funding for the Phase 27 grant period. The requested amount is anticipated based on the information provided by the Local Board. The funds awarded for this grant are used to provide emergency utility assistance for individuals and families from Travis County's low-income households who have an income at or below 200% of the current Federal Poverty Income Guidelines.

**Budgetary and Fiscal Impact:** These grant funds will be budgeted in the utility assistance line item established for this fund. No matching funds are required. We expect a decision to be made concerning our application in the next few months. The current contract period is 01-01-08 through 12-31-08.

**Issues and Opportunities:** The department has participated in this program for a number of years and within the current program period has assisted 540 households with their utility bills. Other agencies receiving funds for this program use their funding

to provide food, shelter and rental assistance for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented and assistance is given in a more efficient and effective manner.

We will use all the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement the Federal, State, County and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department.

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



Emergency Food & Shelter National Board Program

**EMERGENCY FOOD AND SHELTER PROGRAM  
PHASE 27  
AUSTIN/TRAVIS & WILLIAMSON COUNTIES**

**APPLICATION**

Agency: Travis County through Travis County Health and Human Services & Veterans Service

Address: P. O. Box 1748; Austin, TX 78767

Phone: (512) 854-4100 Fax: (512) 854-4123

Email: \_\_\_\_\_

Contact Person: Andrea Colunga Bussey

<b>Category</b>	<b>Funds Requested</b>
A) Served Meals	_____
B) Other Food	_____
C) Mass Shelter	_____
D) Other Shelter	_____
E) Rental Assistance	_____
F) Utilities Assistance	<u>\$143,272.00</u>
G) Administration (2% maximum)	_____
<b>H) Total</b>	<b><u>\$143,272.00</u></b>

Note: *Although a 2% administrative allocation is allowable, applicants are strongly encouraged to submit funding requests in which all funds are used for assistance to clients.*

I certify that the governing body of this organization has knowledge of and approved this grant application:

BY: \_\_\_\_\_

Signature, Travis County Judge	Date
Samuel T. Biscoe	
Printed Name	



Emergency Food & Shelter National Board Program

**LOCAL RECIPIENT ORGANIZATION (LRO)**  
**CERTIFICATION FORM**

As a recipient of Emergency Food and Shelter National Board Program funds made available for Phase 27, and as the duly authorized representative of Travis County through Travis County Health and Human Services & Veterans Service, (NAME OF LRO)

I certify that my public or private organization:

- **Is not debarred or suspended from receiving Federal funds,**
- Has the capability to provide emergency food and/or shelter services,
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Has an accounting system, and will pay all vendors by LRO check, LRO vendor issued credit card or LRO debit card,
- Will conduct an independent annual review/audit if receiving \$25,000 or more in EFSP funds,
- Understands that cash payments (including petty cash) are not eligible under EFSP,
- Has a Federal Employer Identification Number (FEIN),
- Practices non-discrimination (LROs with a religious affiliation will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds),
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 27 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required reports to the Local Board in a timely manner (e.g., Second Payment/Interim and Final Reports),
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, invoices, receipts, etc.) on all expenditures for a minimum of three years after end of program,
- Will spend all funds and close out the program by my jurisdiction's selected end-of-program date and return any unused funds to the National Board (\$5.00 or more; make checks payable to United Way of America/Emergency Food and Shelter National Board Program),
- Will provide complete documentation of expenses to the Local Board, if requested, no later than one month following my jurisdiction's selected end-of-program date,
- Will comply with the Office of Management and Budget Circular A-133 if expending \$500,000 or more in Federal funds,
- Will comply with lobbying prohibition certification and disclosure of lobbying activities if receiving \$100,000 or more in EFSP funds, if applicable, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

Please check  Have read, understand and agree to abide by the EFSP Responsibilities and Requirements Manual.

(Continued on next page)





*Emergency Food &  
Shelter National  
Board Program*

<b>NAME:</b>		<b>Samuel T. Biscoe</b>
	<b>(Signature)</b>	<b>(Printed Name)</b>
<b>TITLE:</b>	<b>Travis County Judge</b>	
		<b>(Date)</b>
<b>AGENCY:</b>	<b>Travis County through Travis County Health and Human Services &amp; Veterans Service</b>	
<b>ADDRESS:</b>	<b>P. O. Box 1748</b>	
	<b>Austin, TX 78767</b>	
<b>FEIN#:</b>	<b>74-6000192</b>	



Emergency Food & Shelter National Board Program

EMERGENCY FOOD AND SHELTER PROGRAM  
PHASE 27  
AUSTIN/TRAVIS & WILLIAMSON COUNTIES

APPLICATION

Agency: Travis County through Travis County Health and Human Services & Veterans Service

Address: P. O. Box 1748; Austin, TX 78767

Phone: (512) 854-4100 Fax: (512) 854-4123

Email: \_\_\_\_\_

Contact Person: Andrea Colunga Bussey

<b>Category</b>	<b>Funds Requested</b>
A) Served Meals	_____
B) Other Food	_____
C) Mass Shelter	_____
D) Other Shelter	_____
E) Rental Assistance	_____
F) Utilities Assistance	<u>\$143,272.00</u>
G) Administration (2% maximum)	_____
<b>H) Total</b>	<b><u>\$143,272.00</u></b>

Note: Although a 2% administrative allocation is allowable, applicants are strongly encouraged to submit funding requests in which all funds are used for assistance to clients.

I certify that the governing body of this organization has knowledge of and approved this grant application:

BY: \_\_\_\_\_

Signature, Travis County Judge	Date
Samuel T. Biscoe	
Printed Name	



Emergency Food & Shelter National Board Program

**LOCAL RECIPIENT ORGANIZATION (LRO)**  
**CERTIFICATION FORM**

As a recipient of Emergency Food and Shelter National Board Program funds made available for Phase 27, and as the duly authorized representative of Travis County through Travis County Health and Human Services & Veterans Service, (NAME OF LRO)

I certify that my public or private organization:

- **Is not debarred or suspended from receiving Federal funds,**
- Has the capability to provide emergency food and/or shelter services,
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Has an accounting system, and will pay all vendors by LRO check, LRO vendor issued credit card or LRO debit card,
- Will conduct an independent annual review/audit if receiving \$25,000 or more in EFSP funds,
- Understands that cash payments (including petty cash) are not eligible under EFSP,
- Has a Federal Employer Identification Number (FEIN),
- Practices non-discrimination (LROs with a religious affiliation will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds),
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 27 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required reports to the Local Board in a timely manner (e.g., Second Payment/Interim and Final Reports),
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, invoices, receipts, etc.) on all expenditures for a minimum of three years after end of program,
- Will spend all funds and close out the program by my jurisdiction's selected end-of-program date and return any unused funds to the National Board (\$5.00 or more; make checks payable to United Way of America/Emergency Food and Shelter National Board Program),
- Will provide complete documentation of expenses to the Local Board, if requested, no later than one month following my jurisdiction's selected end-of-program date,
- Will comply with the Office of Management and Budget Circular A-133 if expending \$500,000 or more in Federal funds,
- Will comply with lobbying prohibition certification and disclosure of lobbying activities if receiving \$100,000 or more in EFSP funds, if applicable, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

Please check  **Have read, understand and agree to abide by the EFSP Responsibilities and Requirements Manual.**

(Continued on next page)



*Emergency Food &  
Shelter National  
Board Program*

<b>NAME:</b>		<b>Samuel T. Biscoe</b>
	<b>(Signature)</b>	<b>(Printed Name)</b>
<b>TITLE:</b>	<b>Travis County Judge</b>	
		<b>(Date)</b>
<b>AGENCY:</b>	<b>Travis County through Travis County Health and Human Services &amp; Veterans Service</b>	
<b>ADDRESS:</b>	<b>P. O. Box 1748</b>	
	<b>Austin, TX 78767</b>	
<b>FEIN#:</b>	<b>74-6000192</b>	

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Travis County Sheriff's Office
<b>Contact Person/Title:</b>	Michael G Hemby - Planning Manager
<b>Phone Number:</b>	854-4924

<b>Grant Title:</b>	2008 Byrne Justice Assistance Grant			
<b>Grant Period:</b>	From:	10/1/2008	To:	9/30/2010
<b>Grantor:</b>	US Department of Justice			

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:	70,002					70,002
Indirect Costs:						0
<b>Total:</b>	70,002	0	0	0	0	70,002
FTEs:	0.00					0.00

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

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	Replacement of Jackets	Yes				
Measures For Grant						
Measures For Grant	Replacement of Jackets	Yes				
Outcome Impact Description	Will fund replacement of Jackets with PPE Certified Jackets					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

PBO concurs with acceptance of this grant.

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

This funding will provide for the replacement of Patrol jackets with upgraded jackets that meet standard Level C PPE materials. They are designed to protect against common and industrial chemicals as well as blood borne pathogens.

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

Department will order and maintain this equipment.

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.

None

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

No

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.

None required

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

This will upgrade the protection for our front-line officers and reduce the potential for injury or exposure.

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

The grant will fund the upgrade in equipment which is currently not funded. The goal is to protect staff from injury or illness.



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Members of the Commissioners Court

**FROM:** Bill Derryberry, Senior Planning and Budget Analyst *Bill Derryberry*

**DATE:** January 30, 2009

**SUBJECT:** 2008 Byrne Justice Assistance Grant (JAG) Acceptance

The Travis County Sheriff's Office has received approval for the 2008 Byrne Justice Assistance Grant (JAG), formerly the Local Law Enforcement Block Grant (LLEBG), from the Federal Bureau of Justice Assistance for \$70,002.50. This grant is based on the Universal Crime Reporting (UCR) Crime Statistics for Travis County and provides funds to the County and the City of Austin (Austin) for a variety of purposes. Commissioners Court accepted the 1999 LLEBG, on March 7, 2000, based on a split between Travis County (40%) and the City of Austin (60%). Since that time, the 2000 through 2007 LLEBG/JAG splits between Travis County and Austin were on a 50/50 basis. Both Travis County and Austin agreed to continue the 50/50 split in 2008. There is no county match for these funds. As in 2007 there is a required Interlocal Agreement between the City of Austin and Travis County for the sharing of these funds. It was approved on July 1, 2008 and amended on December 30, 2008. Please see the material from the Sheriff's Office for further information on the JAG acceptance.

At the present time, the Sheriff's Office is proposing that these funds be used for their on-going technology improvements and/or personnel protection equipment upgrades.

The past seven LLEBG/JAG block grants and cash matches totaling \$2,309,050 were sufficient to provide Mobile Data Computers for 225 Sheriff's Office patrol cars and to provide capital for the deployment of the 15 patrol officers approved by Commissioners Court on January 27, 2004.

There is no county match or ongoing requirement for this grant.

PBO recommends acceptance of this grant.

**Cc:** Sheriff Greg Hamilton  
Jim Sylvester, Chief Deputy Sheriff  
Michael G. Hemby, Planning Manager, TCSO  
Francisco Ordaz, Financial Manager, TCSO  
Rodney Rhoades, Executive Manager, PBO  
Leroy Nellis, Budget Manager, PBO



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

JIM SYLVESTER  
Chief Deputy

DARREN LONG  
Major - Corrections

SCOTT BURROUGHS  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**January 29, 2009**

**MEMORANDUM**

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

**FROM:** Michael G Hemby 783, Research and Planning 

**SUBJECT:** 2008 Justice Assistance Grant (JAG) Award

We are pleased to announce the final award of the **2008 Byrne Justice Assistance Grant in the amount of \$70,002.50** for the Travis County Sheriff's Office. Attached you will find grant award documentation relevant to the memorandum of understanding for the **Federal Bureau of Justice Assistance Justice Assistance Grant for 2008**. This grant is the replacement for the Local Law Enforcement Block Grant (LLEBG) that has supplied funding for various law enforcement projects within the Sheriff's Office for several years.

Travis County and the City of Austin have received \$140,005 combined. In the spirit of the past rulings of the Texas Attorney General we are prepared to split these funds with each party to receive 50% of this amount.

Thus, the internet based application process was for a total Travis County award of **\$70,002.50**. There is no required county match to these funds.

This grant will be used to purchase technology enhancements for the Travis County Sheriff's Office.

The Travis County Sheriff's Office proposed to fund the upgrade of patrol jackets to a higher level of protection against common and industrial chemicals as well as bloodborne pathogens. We feel that this migration will better serve our front-line officers who come into contact with these situations on a routine bases.

The Interlocal Agreement between the City of Austin and Travis was approved on July 1, 2008 and signed by both parties. An amendment was made to this agreement and approved by court on December 30<sup>th</sup>, 2008. It was subsequently signed by Judge Biscoe and City Manager Ott.

No further action on the part of Travis County is required at this time.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: PBO, Co Atty, Co Auditor

22



GMS APPLICATION NUMBER 2008-DJ-BX-0401

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF AUSTIN, AND COUNTY OF TRAVIS

2008 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into by and between the COUNTY of TRAVIS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AUSTIN, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Travis County, State of Texas.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Government Code;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY, acting as fiscal agent for the grant, agrees to provide the COUNTY \$70,002.50 from the Justice Assistance Grant (JAG) award; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$70,002.50 of JAG funds.

Section 2.

COUNTY agrees to use \$70,002.50 for the JAG Program during the grant period from October 1, 2008 until September 30, 2011 for allowable grant expenses.

GMS APPLICATION NUMBER 2008-DJ-BX-0401

Section 3.

As joint applicants for JAG funding, the County agrees to provide the financial and programmatic information required by the Bureau of Justice Assistance for the City to meet federal reporting requirements. Upon receipt of an invoice, the City will reimburse the County for JAG project expenses in an amount not to exceed \$70,002.50.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

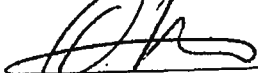
Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

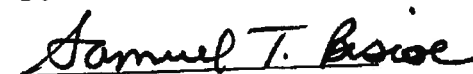
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF AUSTIN

  
\_\_\_\_\_  
City Manager

1/15/09  
Date

COUNTY OF TRAVIS

  
\_\_\_\_\_  
County Judge

12.30.08  
Date

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Travis County Juvenile Probation
<b>Contact Person/Title:</b>	Ruthanne Shockley, Grant Coordinator
<b>Phone Number:</b>	512/854-7110

<b>Grant Title:</b>	Justice and Mental Health Collaboration Program COPE		
<b>Grant Period:</b>	From:	09/01/2006	To: 09/30/09
<b>Grantor:</b>	Bureau of Justice Assistance		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$107,455			\$61,666		\$169,121
Operating:	\$123,623					\$123,623
Capital Equipment:	\$10,747					\$10,747
Indirect Costs:	\$4,837					\$4,837
<b>Total:</b>	<b>\$246,662</b>	<b>0</b>	<b>0</b>	<b>\$61,666</b>	<b>0</b>	<b>\$308,328</b>
FTEs:	1			1		2

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

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						
Percentage of program participants who recidivate within one year after completion of the program	14%	14%	N/A	N/A	N/A	11%
Percentage of program participants who recidivate while engaged in the program.	13%	20%	N/A	N/A	N/A	10%
Percentage of program participants who successfully complete the program	71%	73%	N/A	N/A	N/A	75%

Measures For Grant						
Percentage of program participants who recidivate within one year after completion of the program	14%	14%	N/A	N/A	N/A	11%
Outcome Impact Description	Youth who have mental health issues and who are involved in the juvenile justice system face challenges with not only their own dilemmas but perhaps those of their parents as well. Community support is available but is <i>voluntary</i> and is only helpful when availed upon by the youth and their families.					
Percentage of program participants who recidivate while engaged in the program.	13%	20%	N/A	N/A	N/A	10%
Outcome Impact Description	Program participants face multiple barriers while learning to live with and overcome their mental health issues. These barriers may include, but are not limited to, their parents' mental health and/or substance abuse issues; active domestic violence; and/or parents who are uncooperative or in denial. To successfully complete the Program and ultimately lead a productive life, Program participants must first remain in the Program long enough to begin to learn coping skills, undergo initial therapy, and, if needed, respond to appropriate medication.					
Percentage of program participants who successfully complete the program	71%	73%	N/A	N/A	N/A	75%
Outcome Impact Description	Program participants who stayed with the Program received counseling, learned coping strategies, maintained medication therapy, if needed, and had family support. Intensive case management is provided and is vital to meet the particular needs of juveniles in the justice system with mental health issues. This Program is based on strong community collaboration; coordination of these services is crucial to individual successes as well as overall programmatic success.					

**PBO Recommendation:**

Juvenile Probation is requesting Commissioners Court approval of a grant contract with the Bureau of Justice Assistance to extend the Justice and Mental Health Collaboration Program COPE from its original end date. The original end date of the grant was February 28, 2009. The department has received a project period extension from the grantor until September 30, 2009. The grant provides resources to staff a new Juvenile Mental Health Court and provide funds for services.

The grant requires a county match, which is met through an allocation of the existing staff time. The department indicates that there is no long term commitments required if the grant is

discontinued, however the department indicates they would seek to continue the program by seeking additional resources, including possibly requesting funds from Court.

PBO recommends approval of this request.

**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 program period of BJA's Justice and Mental Health Collaboration will end 02/28/09. The initial award was \$246,662. Juvenile Probation received a project period extension (to end 09/30/09). The Program Coordinator was able to negotiate a savings in contractual savings and other line items in the budget. The initial grant enabled the Department to establish a Juvenile Mental Health Court. The program provides treatment plans, mental health assessments, and therapeutic services to youth in Deferred Prosecution.

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

There are no County funds required at this time.

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 20 percent match is required by the grant. Two JPO III positions are the Department's source for the match requirement.

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

Indirect costs are allowable under this grant and have been calculated at a 2 percent rate.

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

No. The Department will seek funding sources from federal/state/local, public and private entities. As previously presented to the Court, the County will have an opportunity to invest in the Juvenile Mental Health Court (COPE).

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

N/A

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

This program will increase accountability of program youth and will facilitate linkage to mental health services in an expeditious manner to an increased number of juvenile offenders in need of mental health services. The number of youth successfully discharged from DPU has increased since the inception of this program.

# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

RECEIVED

09 JAN 30 PM 12:32



ESTELA P. MEDINA  
Chief Juvenile Probation Officer

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

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

TO: Travis Gatlin, PBO  
Senior Budget Analyst

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

THROUGH: *R. Shockley*  
Ruthanne Shockley  
Grant Coordinator

SUBJECT: FY09 BJA Justice and Mental Health Collaboration Grant (COPE) FY 09

DATE: January 26, 2009

The program period of BJA's Justice and Mental Health Collaboration grant (COPE) was due to end 02/28/09. The initial award was \$246,662. Juvenile Probation received a project period extension (to end 09/30/09). The initial grant enabled the Department to establish a Juvenile Mental Health Court. The program provides treatment plans, mental health assessments, and therapeutic services to youth in Deferred Prosecution.

Please review this item and place it on the **February 10, 2009** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Dede Bell, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Penney Chapmond, Division Director  
Linda Duke, Project Coordinator  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File





# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

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

**TO:** Travis Gatlin, PBO  
Senior Budget Analyst

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

**THROUGH:** \_\_\_\_\_  
Ruthanne Shockley  
Grant Coordinator

**SUBJECT:** FY09 BJA Justice and Mental Health Collaboration Grant (COPE) FY 09

**DATE:** January 29, 2009

The program period of BJA's Justice and Mental Health Collaboration grant (COPE) was due to end 02/28/09. The initial award was \$246,662. Juvenile Probation received a project period extension (to end 09/30/09). The initial grant enabled the Department to establish a Juvenile Mental Health Court. The program provides treatment plans, mental health assessments, and therapeutic services to youth in Deferred Prosecution.

Please review this item and place it on the **February 10, 2009** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Dede Bell, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Penney Chapmond, Division Director  
Linda Duke, Project Coordinator  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File



30



Last Updated 2-6-09 at 3:53pm

**From:** Ruthanne Shockley  
**To:** Esmeralda Womack  
**Date:** 1/15/2009 12:05 PM  
**Subject:** Re: Approved extension GAN (Travis Co. - MHC)...

**CC:** Gail Penney-Chapmond; Michael Williams; Sylvia Mendoza  
Thank you for your help and attention to this matter.

Ruthanne Shockley  
Grant Coordinator  
Travis County Juvenile Probation  
512-854-7110

>>> "Womack, Esmeralda" <[Esmeralda.Womack@usdoj.gov](mailto:Esmeralda.Womack@usdoj.gov)> 1/15/2009 12:02 PM >>>  
Hello Mr. Williams,

RE: 2006-MO-BX-0016 (Travis County MHC)

The extension to 9/30/09 is approved via GAN ID # 111911. The approved GAN can be obtained via the GMS GAN module. Please contact the GMS HelpDesk (888-549-9901, option #3) for technical questions.

Esmeralda C. Womack  
State Policy Advisor (TX)  
Programs Office, BJA  
Phone: (202) 353-3450  
[esmeralda.womack@usdoj.gov](mailto:esmeralda.womack@usdoj.gov)



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

**GRANT ADJUSTMENT NOTICE**

Grantee Information			
<b>Grantee Name:</b>	Travis County Juvenile Probation Department	<b>Project Period:</b>	09/01/2006 - 09/30/2009
<b>Grantee Address:</b>	2515 S. Congress Avenue Gardener/Betts Juvenile Justice CTR Austin, 78704	<b>Program Office:</b>	BJA
<b>Grantee DUNS Number:</b>	86-738-1352	<b>Grant Manager:</b>	Esmeralda Womack
<b>Grantee EIN:</b>	74-6000192	<b>Application Number(s):</b>	2006-F4966-TX-TL
<b>Vendor #:</b>	746000194	<b>Award Number:</b>	2006-MO-BX-0016
<b>Project Title:</b>	Travis County's Juvenile Mental Health Court	<b>Award Amount:</b>	\$246,662.00

Change Project Period			
<b>Current Grant Period:</b>	Month: 29 Day: 27	<b>New Grant Period:</b>	Month: 36 Day: 29
<b>Project Start Date:</b>	09/01/2006	<b>*New Project Start Date:</b>	09/01/2006
<b>Project End Date:</b>	02/28/2009	<b>*New Project End Date:</b>	09/30/2009
<b>*Required Justification for Change Project Period:</b>			
<div style="border: 1px solid black; padding: 5px;">                     Juveniles in the COPE program are supervised by tw                 </div>			

Attachments:		
Filename:	User:	Timestamp:
Extension Request Jan 09.pdf	SBisoce	01/08/2009 9:49 AM

Print

Audit Trail:			
Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	01/15/2009 12:05 PM
Submitted	PO - Grant Manager	SBisoce	01/08/2009 9:52 AM
Draft	EXTERNAL - External User	SBisoce	01/08/2009 9:50 AM

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Travis County Juvenile Probation
<b>Contact Person/Title:</b>	Ruthanne Shockley, Grant Coordinator
<b>Phone Number:</b>	512/854-7110

<b>Grant Title:</b>	JABG Juvenile Assessment Center		
<b>Grant Period:</b>	From:	8/1/08	To: 08/31/09
<b>Grantor:</b>	Office of the Governor's Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$55,382			\$8,988		\$64,379
Operating:	\$23,922					\$23,922
Capital Equipment:						
Indirect Costs:	\$1,585					\$1,585
<b>Total:</b>	\$80,889	0	0	\$8,988	0	\$89,877
FTEs:	1			.5		1.5

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

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Total substance abuse assessments (Comprehensive Assessment Severity Inventories-CASIs) administered	1190	N/A	N/A	N/A	N/A	1159
Number and percent of assessed youth needing substance abuse treatment and/ or prevention	984 and 82%	N/A	N/A	N/A	N/A	984 and 85%

Number and percent of juveniles referred and/ or participating in substance abuse treatment/education	689 and 70%	N/A	N/A	N/A	N/A	636 and 65%
<b>Measures For Grant</b>						
	3	N/A	N/A	N/A	N/A	3
Outcome Impact Description	Number or sources used in assessment process					
	9 and 100%	N/A	N/A	N/A	N/A	9 and 100%
Outcome Impact Description	Number and percent of assessment staff with specialized training					
	1 hour	N/A	N/A	N/A	N/A	1 hour
Outcome Impact Description	Average time in hours from first justice contact for current offense to youth screening					
	1190	267	N/A	N/A	N/A	1159
Outcome Impact Description	Number of youth fully assessed using risk and needs assessments					
	984 and 82%	160 and 60%	N/A	N/A	N/A	984 and 85%
Outcome Impact Description	Number and percent of assessed youth needing substance abuse treatment and/ or prevention					
	689 and 70%	102 and 64%	N/A	N/A	N/A	636 and 65%
Outcome Impact Description	Number and percent of times services identified through youth assessment are actually received by the assessed youth					

**PBO Recommendation:**

Juvenile Probation is requesting Commissioners Court approval of a grant contract for the Juvenile Assessment Center with the Office of the Governor, Criminal Justice Division to extend the existing contract one month so it will match the State’s fiscal year. These funds supplement other assessment center funding, which provides juveniles with a comprehensive Adolescent Severity Inventory (substance abuse), a mental status examination and screening for developmental disabilities.

This is the continuation of an existing grant that was first approved in FY 99. The grant does not require the service level be continued after termination of the grant cycle. PBO recommends approval of this request.

--

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

<p><b>ACTION TAKEN:</b> The Criminal Justice Division (CJD) within the Governor's Office decided to move all grants to a cycle that is consistent with the state's fiscal year. This cycle runs from 9/1 to 8/31 of each year. The JABG Juvenile Assessment Center grant was identified by CJD as one of the grants that needed to have its end date changed. The grant's original end date was 7/31/09. In order to avoid the risk of going a month without funding, should TCJPD be granted a continuation grant in PY2010, CJD requested TCJPD initiate a budget adjustment to extend this</p>
---

grant end date to 08/31/09.

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

There are no long term County funding requirements of this grant.

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

The 10% match will be allocated from a Juvenile Assessment Center Coordinator position that is designated as an Assessment Center staff person and is funded 100% through the General Fund. No additional general fund dollars are needed to meet the match requirement.

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

A 2% indirect cost of \$1,585 has been included.

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

The Department intends to request subsequent year continuation funding for the Juvenile Assessment Center through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the assessment center as well as other areas of Substance Abuse Services.

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

N/A

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

The Juvenile Assessment Center will continue to improve systems of screenings and assessments which result in more appropriate treatment placement.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

09 JAN 30 PM 12:32

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

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

TO: Travis Gatlin, PBO  
Senior Budget Analyst

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

THROUGH: *Ruthanne Shockley*  
Ruthanne Shockley  
Grant Coordinator

SUBJECT: FY09 JABG Juvenile Assessment Grant Extension

DATE: January 26, 2009

The Criminal Justice Division (CJD) within the Governor's Office decided to move all grants to a cycle that is consistent with the State's fiscal year. This cycle runs from 9/1 to 8/31 of each year. The JABG Juvenile Assessment Center grant was identified by CJD as one of the grants that needed to have its end-date changed. The grant's original end date was 7/31/09. In order to avoid the risk of going a month without funding, should TCJPD be granted a continuation grant in PY2010, CJD requested TCJPD initiate a budget adjustment to extend this grant end-date to 08/31/09.

Please review this item and place it on the **February 10, 2009** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Dede Bell, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Penney-Chapmond, Division Director  
Sylvia Mendoza, Division Director, Financial Services  
Michael Williams, Financial Analyst  
Grant File

[Submit](#)

## Introduction

During the course of your grant project, situations may arise where it is necessary to make changes to your grant. This section is provided for you to request changes to a grant project. You may request adjustments during the grant period to include: changes to official listed on the grant, the start and / or end period for the grant project, modifications to the scope / impact of the project, budget adjustments, supplementals, and deobligations. Displayed below, the type of adjustment is broken down into two categories: **Programmatic Adjustments** and **Fiscal Adjustments**. In the areas provided, select the description of the adjustment needed and provide a detailed account of the adjustment in the text box located at the bottom of the web page.

After submitting the adjustment, you can track the status of the adjustment from the **Grant Issues** tab.

## Requesting a Grant Adjustment

The grant adjustment process has been streamlined in eGrants to provide improved efficiency, ease-of-use screens, and significant and personnel savings. This page is where you will prepare your grant adjustment by summarizing the type of grant adjustment proposed by your organization for this project including updates or changes related to grant officials, agency identifying information, scope or impact of the project, the budget, or the grant period. Please follow the instructions below to create and submit a grant adjustment to CJD.

- **Complete Form** - To request a grant adjustment, simply select one or more items to modify within the project, enter any information in the text boxes (if applicable), and then scroll down the page and type in your justification for this grant adjustment based on the choices selected.
- **Create Adjustment** - Once you have completed preparing the 'Request Adjustment' page, then click on the 'Create an Adjustment Request' button at the bottom of the sub-tab.
- **Make Changes** - eGrants will then display a message onscreen notifying you that this project can now be modified. There need to log out, simply go to the specific tab(s) in eGrants where you want to make those changes. For example, if you are requesting to update your budget, go to the 'Budget Details' sub-tab and enter the appropriate updates within each line item. Some grant adjustments may require the Authorized Official assigned to this project to submit the request to CJD.
- **Certification** - Once all proposed updates have been entered into eGrants, click on the 'Go to Certify Page' button or navigate to the 'Certify Adjustment' tab. Click on the 'Certify Adjustment' button to send your request to CJD for review.
- **Review by CJD** - CJD staff will process your grant adjustment in-house, and may edit your selections as warranted when it arises that need to be clarified and/or corrected by your organization.
- **Grant Issues** - If your grant adjustment request is returned to you for clarification or corrections, your grant officials will receive an email notification. Go to the "Summary/Grant Issues" tab and scroll down to the most recent entries under the Grant Issues Summary area.
- **Make Additional Changes** - Simply go to the specific tab(s) in eGrants where you want to make those edits or corrections. For example, if you requested to add a new line item to your budget but you did not fully describe that new line item in your proposed adjustment, CJD would note this item on the 'Grant Issues' tab. You would then go to the 'Budget Details' sub-tab and make the appropriate changes within that specific line item.
- **Recertification** - Some grant adjustments may require the Authorized Official assigned to this project to resubmit the request to CJD.
- **CJD Final Approval** - Once CJD staff approves your organization's grant adjustment, then the grant officials will receive an email message notifying them that those changes have been approved.

**Note:** Updated figures from budget adjustment requests will carry over to your next regularly scheduled monthly or quarterly Financial Status Report (FSR) once the budget adjustment has been approved so that you may report expenditures and receive reimbursement.

**Tech Tip:** If the *Certify Adjustment* button is disabled (grayed out) when your organization's Project Director or Financial sign into eGrants, this means: a) that your Authorized Official is responsible for submitting or resubmitting the grant adjustment.

to CJD; and/or b) that there are one or more pending items displayed on the 'Certify Adjustment' tab under the 'List of Application Errors and Incomplete Information' area that must be resolved.

Financial Status Summary for this Project  
This section displays your grant project's financial status to date.

**Today's Date:** 12/16/2008  
**Grant Start Date:** 8/1/2008  
**Grant End Date:** 7/31/2009  
**Grant Liquidation Date:** 10/29/2009  
**Current Grant Award Amount:** \$80,889.00  
**Total Expenditures Reported to Date:** \$6,597.64  
**Total Reimbursement(s) and Advance Payment Request(s) Paid to Date:** \$6,597.64  
**Maximum Reimbursement Amount Available:** \$0.00  
**Total Unexpended Balance to Date:** \$74,291.36  
**Date This Adjustment Request was Created by Grantee:**  
**Date This Adjustment Request was Submitted to CJD:**  
**Adjustment Request Status:**

### Programmatic and Budget Adjustments

#### Request Authorization for a Grant Official Change or Modify the Project's Identifying Information

Designate a new **Grant Official** or modify the existing information for the:

- Authorized Official (Note: Supporting documentation may need to be submitted to CJD, such as the Resolution.)
- Financial Officer
- Project Director
- Grant Writer

Modify the project's **Identifying Information** for the:

- Applicant Agency Name (Note: Supporting documentation may need to be submitted to CJD, such as the Resolution, Nonprofit Documentation, etc.)
- Project Title
- Project's Official Address
- Payment Address or Other Grant Vendor Information (Note: Enter your updated information below in the Adjustment Justification box.)



### Request Authorization for a Change Project Scope or Impact Area

Request a modification to the **Project's Scope** and / or **Impacted Area or other Supporting Programmatic and Fiscal Documentation** for the following:

- Project Narrative
- Project Activities and / or Performance Measures
- Supporting Documents
- Impacted Target Population or Geographic Area
- Fiscal Capability (Nonprofit Corporations only)

### Request Authorization for a Budget Modification

**Budget Adjustments** (will not result in an increase or decrease to the CJD grant award amount):

- Click here to modify the budget

### Extension, Supplemental / De-obligation, and Other Grant Adjustments

#### Request Authorization for an Extension of the Grant Period

This section allows grantee to request an extension grant period end date.

Request an extension of project's **End Date** to expend the following

- Existing Funds
- Supplemental Funds
- Spend Down Generated Program Income (GPI)
- Other (specify below under Adjustment Justification)

Enter the Revised End Date:

### Request Authorization for a Budget Modification

#### Budget Supplements:

- Modify budget line items that will result in an increase to the **Total Project Cost** amount

#### Budget De-obligations:

- Modify budget line items that will result in a decrease to the **Total Project Cost** amount

**Apply GPI earned to this budget** (might result in decrease to the CJD Funds award amount):



GPI to be applied to this budget is a result of a Court Forfeiture

GPI to be applied to this budget is a result of Other Sources (e.g., fees, interest)

**Request Advance Funds** (Considered on a case-by-case basis with prior approval from CJD)

Request an Advance Payment for CJD Funds

Enter the amount of CJD Funds you are Requesting in Advance:

Grant Adjustment Justification

**Created Date:**

**Adjustment Status:** 

Enter the Adjustment Justification:  \*

Per CJD request, "The Criminal Justice Division (CJD),

Please complete the **Adjustment Request**, and then click the **Create an Adjustment Request** button to submit your request to CJD.

Per CJD request, "The Criminal Justice Division (CJD) within the Governor's Office has decided to move all of our grants to a cycle that is consistent with the state's fiscal year. This new cycle will run from 9/1 to 8/31 of each year. The above listed grant has been identified by CJD as one of the grants that will need to have its end date changed. The grant's current end date is 7/31/09, however, should your agency be granted a continuation grant in PY2010, your agency runs the risk of going a month without funding, as the new grant will begin on September 1. In order to avoid this, we are asking that you please initiate a budget adjustment to extend your grant end date to 08/31/09."

Agency Name: Travis County  
Project Title: Juvenile Assessment Center

Grant/App: 1339110  
Status: Active Grant

Start Date: 8/1/2008  
End Date: 8/31/2009

8:20 AM

Eligibility	Profile	Narrative	Activities	Measures	Budget	Documents	Summary	My.Mail	My.Home
Details	Financial.Status.Report	Request.Advance	Request.Adjustment	Source.of.Match	Budget.Summary				

- Your **Financial Status Report** has been submitted to CJD. If you should have any further questions, you may cc However, at this time no further action is needed. Thank you.

## General Information and Instructions

### Introduction

This section is used for generating a voucher for reimbursement. In the areas below, the system will take you through reporting your expenditures. In turn you can request reimbursement based on your reported expenditures. To receive funds, you must report your expenditures **first** which will generate a reimbursement request based on the remaining budget project and the amount of expenditures reported.

### Financial Status Report Due Dates

The submission schedule is on a calendar quarter basis. Quarterly financial status report(s) (FSR) are due 22 days after financial quarter regardless of whether this due date falls on a weekend or holiday. Organizations that fail to submit their FSRs or the final liquidation report to CJD by the **Financial Status Report / Liquidation Report Due Date(s)** will be **Vendor Hold** until the required report is received and approved by CJD. The reporting due dates for each period are listed below.

### Reimbursement Based on Reported Expenditures

Reimbursement is based on expenditures reported to CJD. Your organization is required to report expenditures at least more frequently than monthly. If your organization chooses to report project expenditures monthly, those expenditures will be reimbursed accordingly. A summary of this grant's financial status is displayed below for your convenience.

#### Reporting Methods

##### Method 1: Monthly Reporting

Your organization can choose to report cumulative expenditures and request reimbursement monthly. If you choose to report expenditures monthly, you will be reimbursed on a monthly basis for the maximum reimbursement amount available for each reporting period.

##### Method 2: Quarterly Reporting

Your organization can choose to report cumulative expenditures and request reimbursement quarterly. If you choose to report expenditures quarterly, you will be reimbursed on a quarterly basis for the maximum reimbursement amount available for each reporting period.

### Getting Started

The Authorized Official or Financial Officer assigned to this project can prepare and submit Financial Status Reports to CJD. A Financial Status Report for any given month or quarter is available for your organization to begin reporting expenditures as of the **Reporting Period Through Date**.

You will notice that the current regular or liquidation report due to CJD is highlighted below. This is the next report available for your organization to complete and submit to CJD by the due date. The last column in each of the charts below denotes whether the report is optional or required. All monthly reports are optional, but each regular quarterly report and the final liquidation report are required.

If your organization does not submit the regular monthly report to CJD by the **Financial Status Report Due Date**, that report will become unavailable and CJD will automatically 'report no expenditures' for that month. Your organization will be able to report cumulative expenditures for this project once the next **Reporting / Liquidation Period Through Date** becomes available.

If your organization does not submit the regular quarterly reports or the final liquidation report to CJD by the **Financial Status Report / Liquidation Report Due Date(s)**, CJD will place your organization on **Vendor Hold** until the required report is received by CJD.

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provided. If you do not have any expenditures for any given month or quarter, simply click on the **Report No Expend** below, then click the **OK** button to submit this report to CJD.

**Financial Status Summary for this Project**

This section displays your grant project's financial status to date.

**Today's Date:** 1/15/2009

**Grant Start Date:** 8/1/2008

**Grant End Date:** 8/31/2009

**Grant Liquidation Date:** 11/29/2009

**Current Grant Award Amount:** \$23,644.92

**Total Expenditures Reported to Date:** \$0.00

**Total Reimbursement(s) and Advance Payment Request(s) Paid to Date:** \$0.00

**Maximum Reimbursement Amount Available:** \$23,644.92

**Total Unexpended Balance to Date:** \$23,644.92

**Date this Financial Status Report / Reimbursement Request was Created by Grantee:** 1/15/2009 4:02:28 PM

**Date this Financial Status Report / Reimbursement Request was Submitted to CJD:**

**Financial Status Report / Reimbursement Request Status:** Created by Grantee

**Report Period From Date:** 8/1/2008

**Report Period To Date:** 12/31/2008

**CJD Funds Reported:** \$13,056.50

**Cash Match Reported:** \$10,588.42

**In Kind Match Reported:** \$0.00

**GPI Reported:** \$0.00

**Grand Total:** \$23,644.92

**Selecting Budget Line Items to Report Expenditures On for this Request**

This section is where your Authorized Official or Financial Officer will begin selecting the current approved budget line it cumulative expenditures for this project. Your reimbursement amount(s) will be paid to you based on the figures you

**Select a Budget Line Item:** Click on the **+** plus icon to the left of the **Budget Category** to begin adding a new expen added the expenditure item and would like to edit this expenditure, then click on the next **+** plus icon next to the **Re** click on the 'Edit Expenditure' link to open up the **Financial Status Report Details** area again. Further instructions wi

	Budget Category	CJD Funds Balance	Cash Match Balance	In Kind Match Balance	GPI Bala
<b>+</b>	Contractual and Professional Services	\$17,272.00	\$0.00	\$0.00	\$0.00
<b>+</b>	Indirect Costs	\$1,328.99	\$0.00	\$0.00	\$0.00
<b>+</b>	Personnel	\$49,231.51	(\$1,600.42)	\$0.00	\$0.00

**Submitting / Resubmitting Your Financial Status Report**

This section is where you will submit or resubmit your Financial Status Report to CJD. If you make an error in creating on the 'Delete Financial Status Report' button.

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Check here to mark this FSR as your Final Report

~~Done Financial Status Report~~      ~~Submit Financial Status Report~~

Notes by Grantee/CJD:  
Note from Grantee to CJD

~~Save Note from Grantee to CJD~~ 

**Enter on: 1/15/2009 4:02:53 PM By: Susan Spataro**

Travis County's accounting system complies with OMB A-133 and OMB A-87 and state law, and its annual basic financial statements are prepared accordingly.

X  Susan Spataro

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**Travis County Auditors Office  
 FY '08 & FY '09- Juvenile Assistance Block Grant  
 Fund 827 - M08827 - 8/01/08 - 7/31/09**

CATEGORIES	Budget	FY '08 Aug & Sept	FY '09 Oct - July	FY '08 & '09 (AJ Rcls ) Reclassifications	As of 31-Dec-08	
					YTD TOTAL	Budget Balance
<b>Personnel</b>						
827-4577-593-0901	39,484.00	4,921.80			4,921.80	34,542.20
827-4577-593-1101					0.00	0.00
827-4577-593-1201	180.00				0.00	180.00
<b>Total - Personnel</b>	<b>39,644.00</b>	<b>4,921.80</b>	<b>0.00</b>	<b>0.00</b>	<b>4,921.80</b>	<b>34,722.20</b>
<b>Fringe Benefits</b>						
827-4577-593-2102	2,458.00	303.26			303.26	2,154.74
827-4577-593-2103	8,303.00	629.00	(314.50)		314.50	7,988.50
827-4577-593-2104	79.00	6.55	(3.28)		3.27	75.73
827-4577-593-2105	4,248.00	527.13			527.13	3,718.87
827-4577-593-2106	77.00	9.60			9.60	67.40
827-4577-593-2107	575.00	70.93			70.93	504.07
<b>Total - Fringe Benefits</b>	<b>15,738.00</b>	<b>1,546.47</b>	<b>(317.78)</b>	<b>0.00</b>	<b>1,228.69</b>	<b>14,609.31</b>
<b>Total Personnel &amp; Fringe</b>	<b>55,382.00</b>	<b>6,468.27</b>	<b>(317.78)</b>	<b>0.00</b>	<b>6,150.49</b>	<b>49,231.51</b>
<b>Contractual &amp; Professional Svc.</b>						
827-4577-593-3013					0.00	0.00
827-4577-593-6315	23,922.00		6,650.00		6,650.00	17,272.00
827-4577-593-6099	0.00				0.00	0.00
<b>Total Contractual &amp; Prof Svcs.</b>	<b>23,922.00</b>	<b>0.00</b>	<b>6,650.00</b>	<b>0.00</b>	<b>6,650.00</b>	<b>17,272.00</b>
827-4577-593-7501		129.37	126.64		256.01	1,328.99

	Budget	Actual	Balance	
Grant - CJD Portion	80,889.00	13,056.50	67,832.50	
Grant - Cash Match	8,988.00	10,588.42	(1,600.42)	Maxed
Grant - In-Kind Match			0.00	
<b>Total Grant - M08827</b>	<b>\$89,877.00</b>	<b>\$23,644.92</b>	<b>\$66,232.08</b>	

<b>827-0000-104-1000 - M08827</b>			
Beginning AR Balance - 8/01/08		\$0.00	
Reimbursements Rec'd - YTD		\$6,597.64	Per CJD Report
Pending Reimbursements as of 12/31/2008		\$0.00	
<b>Subtotal</b>		<b>\$6,597.64</b>	
CJD Portion - YTD		\$13,056.50	Per H.T.E.
<b>Ending AR Balance</b>		<b>\$6,458.86</b>	Current Month Billing
Per H.T.E. - 827-0000-104-1000		\$6,458.86	
<b>Variance</b>		<b>\$0.00</b>	

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**Travis County Auditors Office**  
**M08827 - Query Revenue & Expenses - 10/01/08 - 12/31/08 - FY '09**

GM PROJ	GMAPMO	ACTNO	AMT1	CHKDT	CKNO	DESC1	DESC2	TYPE	INVC	TDATE	PONO
M08827	1	827-4577-325-1010	(\$635.55)	0	0	827 0000 104 1000 M08827	Recognize Revenue	AJ		20081031	
M08827	2	827-4577-325-1010	\$317.78	0	0	827 0000 104 1000 M08827	Unrecognize Revenue	AJ		20081114	
M08827	2	827-4577-325-1010	\$635.55	0	0	827 0000 104 1000 M08827	Unrecognize Revenue	AJ		20081114	
M08827	3	827-4577-325-1010	(\$6,776.64)	0	0	827 0000 104 1000 M08827	Recognize Revenue	AJ		20081231	
		<b>827-4577-325-1010 Total</b>	<b>(\$6,458.86)</b>								
M08827	1	827-4577-593-2103	\$629.00	0	0	OCT FY 09 HEALTH/LIFE		AJ		20081001	
M08827	2	827-4577-593-2103	(\$314.50)	0	0	001 4514 593 2003	50%Sept Health&Life to GF	AJ		20081114	
M08827	2	827-4577-593-2103	(\$629.00)	0	0	001 4514 593 2003	9/30PR Hit&Lfe to GF	AJ		20081114	
		<b>827-4577-593-2103 Total</b>	<b>(\$314.50)</b>								
M08827	1	827-4577-593-2104	\$6.55	0	0	OCT FY 09 HEALTH/LIFE		AJ		20081001	
M08827	2	827-4577-593-2104	(\$3.28)	0	0	001 4514 593 2004	50%Sept Health&Life to GF	AJ		20081114	
M08827	2	827-4577-593-2104	(\$6.55)	0	0	001 4514 593 2004	9/30PR Hit&Lfe to GF	AJ		20081114	
		<b>827-4577-593-2104 Total</b>	<b>(\$3.28)</b>								
M08827	3	827-4577-593-6315	\$400.00	20081222	835082	HEALTH RELATED SERVICES	6776	AP	MATMA000	20081119	409079
M08827	3	827-4577-593-6315	\$400.00	20081222	835082	HEALTH RELATED SERVICES	6842	AP	THONA002	20081203	408724
M08827	3	827-4577-593-6315	\$400.00	20081222	835082	6775		AP	GOLSA000	20081119	409079
M08827	3	827-4577-593-6315	\$400.00	20081222	835082	6777		AP	CARLO000	20081119	409079
M08827	3	827-4577-593-6315	\$400.00	20081229	835881	HEALTH RELATED SERVICES		AP	ROMCE000	20081209	409297
M08827	3	827-4577-593-6315	\$400.00	20081229	835881	HEALTH RELATED SERVICES		AP	TORJA000	20081205	409290
M08827	3	827-4577-593-6315	\$400.00	20081229	835881	HEALTH RELATED SERVICES		AP	UGAEL000	20081126	409167
M08827	3	827-4577-593-6315	\$400.00	20081229	835881	HEALTH RELATED SERVICES		AP	WARMI000	20081209	409297
M08827	3	827-4577-593-6315	\$400.00	20081229	835881	6816		AP	RODEL001	20081126	409167
M08827	3	827-4577-593-6315	\$400.00	20081229	835881	6860		AP	WILJO002	20081205	409290
M08827	3	827-4577-593-6315	\$400.00	20081229	835881	6861		AP	WILDE000	20081205	409290
M08827	3	827-4577-593-6315	\$900.00	20081222	835150	HEALTH RELATED SERVICES		AP	1084	20081204	408871
M08827	3	827-4577-593-6315	\$1,350.00	20081229	835793	214493		AP	11/21-12/01/08	20081208	409222
		<b>827-4577-593-6315 Total</b>	<b>\$6,650.00</b>								
M08827	3	827-4577-593-7501	\$126.64	0	0	827 0000 101 0000 M08827	Indirect Cost	AJ		20081231	
		<b>827-4577-593-7501 Total</b>	<b>\$126.64</b>								
		<b>Grand Total</b>	<b>\$0.00</b>								

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GM183I02

TRAVIS COUNTY  
Project Account Inquiry

1/15/09  
15:16:23

Project . . . . . : M08827 FY08-09 JAIBG  
Account number . . : 827-0000-104.10-00 2009  
Account description : RECEIVABLES / A/R-STATE OF TEXAS

	Project to Date	Year to Date (incl/Per to Date)	Period 4 / 2009
Budget . . . . . :	.00	.00	
Posted amount . . . :	13,056.50	6,458.86	.00
Unposted amount . . :	.00	.00	
Pre-encumbrances . . :	.00	.00	
Posted encumbrance :	.00	.00	
Unposted encumbrance:	.00	.00	
Total amt,enc,pre-en:	13,056.50	6,458.86	
Balance . . . . . :	13,056.50-	6,458.86-	.00

F12=Cancel                      F5=Encumbrance detail              F10=Detail Transactions  
F14=Pre-encumbrance detail    F16=Pending Transactions



GM183I02

TRAVIS COUNTY  
Project Account Inquiry

1/15/09  
15:16:41

Project . . . . . : M08827 FY08-09 JAIBG  
Account number . . : 827-0000-199.00-00 2009  
Account description : OTHER DEBITS / REVENUES SUMMARY

	Project to Date	Year to Date (incl/Per to Date)	Period 4 / 2009
Budget . . . . . :	.00	.00	
Posted amount . . . :	13,056.50	6,458.86	.00
Unposted amount . . :	.00	.00	
Pre-encumbrances . . :	.00	.00	
Posted encumbrance :	.00	.00	
Unposted encumbrance:	.00	.00	
Total amt,enc,pre-en:	13,056.50	6,458.86	
Balance . . . . . :	13,056.50-	6,458.86-	.00

F12=Cancel                      F5=Encumbrance detail              F10=Detail Transactions  
F14=Pre-encumbrance detail      F16=Pending Transactions

GM183I02

TRAVIS COUNTY  
Project Account Inquiry

1/15/09  
15:16:57

Project . . . . . : M08827 FY08-09 JAIBG  
Account number . . : 827-0000-299.00-00 2009  
Account description : EXPENDITURES SUMMARY

	Project to Date	Year to Date (incl/Per to Date)	Period 4 / 2009
Budget . . . . . :	.00	.00	
Posted amount . . . :	28,331.50-	21,733.86-	15,275.00-
Unposted amount . . :	.00	.00	
Pre-encumbrances . . :	.00	.00	
Posted encumbrance :	.00	.00	
Unposted encumbrance:	.00	.00	
Total amt,enc,pre-en:	28,331.50-	21,733.86-	
Balance . . . . . :	28,331.50	21,733.86	15,275.00-

*Handwritten notes:*  
4 TFAV.  
4,331.50

F12=Cancel                      F5=Encumbrance detail              F10=Detail Transactions  
F14=Pre-encumbrance detail      F16=Pending Transactions

Agenda Item No. 8



**TRAVIS COUNTY COMMISSIONERS COURT**  
**AGENDA REQUEST**

RECEIVED  
JUDGE'S OFFICE

B-2 PM 1:18

Work Session \_\_\_\_\_ Voting Session February 10, 2009 Executive Session \_\_\_\_\_  
Date Date Date

I. A. Request made by: Mary E Hayes  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Consider and Take Appropriate Action on Request to Approve Negotiating a Two Year Extension to the Contract for Depository Services between Travis County and JPMorgan Chase Bank.

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

Signature of Commissioner(s) or Judge

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

- Barbara Wilson, Assist. County Attorney, 854-9567
- Rodney Rhoades, Executive Manager, PBO, 854-9106
- Susan Spataro, County Auditor, 854-9125
- Dolores Ortega-Carter, Treasurer, 854-9365
- Nelda Wells Spears, Tax Assessor-Collector, 854-9473
- Amalia Rodriguez-Mendoza, District Clerk, 854-9737
- Dana DeBeauvoir, County Clerk, 854-9188
- Greg Hamilton, Sheriff, 854-9770
- Joe Harlow, ITS Director, 854-9666
- Geraldine Nagy, Community Supervision and Corrections Director, 854-4600
- Cecilia Burke, Domestic Relations Director, 854-9696
- Cyd Grimes, Purchasing Agent, 854-9700

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)

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

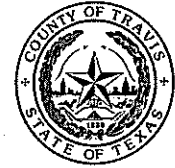
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X 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.



**CASH/INVESTMENT MANAGEMENT DEPARTMENT**  
**TRAVIS COUNTY, TEXAS**

Travis County Administration Building  
314 W. 11th Street, Suite 540 78701  
P.O. Box 1748  
Austin, Texas 78767

Phone: (512) 854-9085  
Fax: (512) 854-4210  
Email: mary.mayes@co.travis.tx.us

**MEMORANDUM**

**DATE:** February 10, 2009

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

**FROM:** Mary E. Mayes, Investment Manager  
Harvey Davis, Assistant Investment Manager

*Mary E. Mayes*  
*Harvey Davis*

**RE:** Depository Bank Contract

**Proposed Motion:**

Consider and Take Appropriate Action on Request to Approve Negotiating a Two Year Extension to the Contract for Depository Services between Travis County and JPMorgan Chase Bank.

**Summary:**

As you know, the current four year depository bank contract with JPMorgan Chase ends June 30, 2009. Based on Texas law, it would normally be time to begin the process of going out for bids on a new contract. However, we have recently become aware that changes to the Texas Local Government Code, Chapter 116 Depositories for County Public Funds that were made in the last legislative session allow counties to negotiate a two year extension with their current bank in a manner similar to the negotiation at the midpoint in our four year contract. We recommend that we attempt to negotiate an extension with Chase. If the results of the negotiation are not satisfactory, we can still choose to go out for bids on a new contract.

**Discussion:**

Representatives from the Travis County Departments that use banking services recently met and discussed this proposition. It was agreed that negotiation was appropriate for several reasons.

1. JPMorgan Chase has been the County's bank for six years, and the bank's services have been satisfactory.
2. Travis County requires a large bank to meet our banking needs. Chase is the large national bank in the best fiscal condition during the current financial crisis. Both Citibank and Bank of America have recently needed large cash infusions from the federal

government. Wells Fargo, which just became a large national bank by acquiring Wachovia, is facing a difficult merger due to Wachovia's poor financial condition.

3. If another bank were to win the bid for our depository contract, the current financial crisis would make changing banks even more difficult than usual.
4. If negotiations are not successful, we still have the option of going out for bids.

Barbara Wilson, Assistant County Attorney, has reviewed the changes in the depository law. Her letter verifying that the changes do allow Travis County to extend the current contract is attached

We request that the Commissioners Court authorize Cash/Investment Management to negotiate a two year extension of the current contract with JPMorgan Chase, including new interest rates and financial terms. The results of the negotiations will be brought back to the Court for the final decision.

Attachments:

Exhibit A: Letter from Assistant Attorney Barbara Wilson

xc: Rodney Rhoades  
Bank Depository Applications Committee

County Clerk:	Cindy Bohanan
District Clerk:	Robert Chappell
Sheriff:	Francisco Ordaz
Treasurer:	Rhonda Ambrose
Tax Assessor	Karen Doane
Auditor	Sandy Hendrix
Domestic Relations	Renata Claridge
PBO	Leroy Nellis

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

RANDY T. LEAVITT  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>. STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

\*CHRISTOPHER GILMORE

SARAH F. CHURCHILL

† Member of the College  
of the State Bar of Texas  
\*Board Certified  
Commercial Real Estate Law  
Texas Board of Legal Specialization

February 2, 2009

Mary Mayes  
Cash Investment Management  
P.O. Box 1748  
Austin, Texas 78767

Re: Legal Authority to extend Depository Contract for Two Additional Years

Dear Ms Mayes:

I have reviewed the Texas Local Government Code, Chapter 116 Depositories for County Public Funds as requested. The information provided by Corrine Steeger, Assistant Director/Treasury Manager for the City of Dallas is indeed correct.

In the last legislature, this chapter was amended and currently allows a county to renew an existing four year depository contract with a bank for 2 years under terms negotiated by the commissioners court. If this renewal is desired, the county may negotiate new interest rates and financial terms that will take effect during this 2 year extension. (Tex. Loc. Gov't Code § 116.021)

Because the wording of this section is a bit difficult and has a rather unexpected result, I have also reviewed the Bill Analysis prepared for the enacted version of the bill. Those opposed to the bill clearly stated that one of their objections to the bill was that it would allow counties to use the same bank for 6 years without going out for applications to consider other banks. This bill analysis makes the intent of the legislature in enacting the bill much clearer and supports the interpretation above.

Currently, Travis County is nearing the end of a four year contract with JP Morgan Chase Bank. The commissioners court has the option to negotiate a two year extension with new interest rates and financial terms without soliciting applications from other banks.

Sincerely,

Barbara Wilson  
Assistant County Attorney

9 ✓

RECEIVED  
COUNTY JUDGE'S OFFICE

Agenda Item No. 15

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session XX Date February 10, 2009

I. A. Request made by: Mary E. Hays  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Consider and Take Appropriate Action on Approval of Broker/Dealer Applicants for Conducting Investment Business with Travis County.

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

- Rodney Rhoades, Executive Manager, PBO 854-9106
- Leroy Nellis, Budget Manager, PBO 854-9066
- Cyd Grimes, Purchasing Agent 854-9700
- Dolores Ortega-Carter, Treasurer 854-9365
- Barbara Wilson, Assistant County Attorney 854-9415

III. Required Authorizations: Please check if applicable.

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

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



**CASH/INVESTMENT MANAGEMENT DEPARTMENT**  
**TRAVIS COUNTY, TEXAS**

Travis County Administration Building  
314 W. 11th Street, Suite 540  
P.O. Box 1748  
Austin, Texas 78767

Phone: (512) 854-9085  
Fax: (512) 854-4210  
Email: mary.mayes@co.travis.tx.us

DATE: February 10, 2009

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

FROM: Mary E. Mayes, Investment Manager

RE: Approval of Broker/Dealer Applicants

**Proposed Motion**

Approve the following broker/dealers to conduct investment business with Travis County:

Primary Broker/Dealers

Banc of America Securities

Merrill Lynch

Cantor Fitzgerald & Co.

RBS Greenwich Capital

Deutsche Banc Alex Brown, a division of Deutsche Securities Inc.

These firms are currently on the Travis County approved broker/dealer list except Deutsche Banc Alex Brown and Merrill Lynch.

Secondary Broker/Dealers

Coastal Securities, Inc.

Apex Securities Inc., dba Rice

Financial Products Company

First Southwest Company

Stanford Group Company

FTN Financial Capital Markets

Suntrust Robinson Humphrey, Inc.

The Frost National Bank

Walton Johnson & Company

Morgan Keegan & Company, Inc.

Wells Fargo Brokerage Services, LLC

Zions First National Bank, Capital Markets

All of these firms except Suntrust Robinson Humphrey are currently on the Travis County approved broker/dealer list.



## **Summary and Authorizations**

The Public Funds Investment Act, Section 2256.025, requires that “the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity”. The Travis County Investment Policy and Procedures Manual, Chapter 23, section 23.020-23.024 also specifies the procedures that must be followed in the selection process of broker/dealers.

All of the applications were reviewed for compliance with Approval of Broker/Dealer/Financial Applications Sections 23.020 through 23.024 of the Travis County Investment Policy and Procedures by the Cash/Investment Management staff. Primary dealers have been approved by the Federal Reserve Bank of New York as large, financially sound firms. For secondary dealers, Cash/Investment Management requires additional information and completes a more thorough review, taking other criteria into consideration such as debt to equity ratios, total assets, and regulatory and other actions recorded by the Financial Industry Regulatory Authority (FINRA) (formerly the National Association of Securities Dealers) against the firm and/or individual, as well as references from other governmental entities, and experience. Past performance of individual brokers is taken into consideration for current broker/dealers.

The signed certifications (Attachment A), the complete list of applicants (Attachment B), and letters from Merrill Lynch and UBS Financial Services (Attachment C) are contained in this agenda backup so that they will be included in the public record.

## **Investment Manager’s Recommendations and Issues**

### **Primary Broker/Dealers**

Travis County received seven applications from primary dealers, and five are recommended for approval. Banc of America Securities, Cantor Fitzgerald, and RBS Greenwich Capital are currently on the approved list. Merrill Lynch has served as broker for Travis County for a number of years past. Deutsche Banc Alex Brown is a new broker for the County.

Deutsche Banc Alex Brown is a new broker but its parent, Deutsche Bank Securities, has been a broker for Travis County before, as has the individual broker who will be working with us. It will be advantageous to the County to add another Primary Dealer, as Primary Dealers have access to an inventory of securities that can provide availability and sometimes good prices for our purchases.

Merrill Lynch has been a broker/dealer for many years in the past, and has done a good job for Travis County. Merrill is recommended for approval based on changes in their cover letter and certification. Assistant County Attorney Barbara Wilson has reviewed the letter and indicated that it is consistent with the applicable legal requirements. The letter is included in Attachment C. Merrill Lynch has been purchased by Bank of America, but is still considered a separate Primary Dealer on the list provided by the Federal Reserve Bank of New York. If that status should change, Merrill will be removed from the approved list.

Two firms are not recommended for approval. Lehman Brothers has declared bankruptcy and has been removed from the current approved list. Lehman is not being considered for this year.

UBS Financial Services sent a letter along with their application which contained provisions with which Travis County could not agree.

One additional broker, Morgan Stanley, which has served Travis County in the past, refused to sign Travis County's certification and did not apply.

If these recommendations are approved, Travis County will be using three primary broker/dealers located in Texas, one located in Illinois (RBS Greenwich Capital), and one (Cantor Fitzgerald & Co.) located in Tennessee.

RBS Greenwich Capital is owned by a Scottish bank, and Deutsche is owned by a German bank, a reflection of the internationalization of today's financial markets.

#### Secondary Broker/Dealers

Eighteen applications were received from secondary or regional dealers. Eleven are recommended for approval. Ten are currently on our approved list, including: Coastal Securities, Inc.; First Southwest Company; FTN Financial Capital Markets; The Frost National Bank, Morgan Keegan & Company, Inc.; Rice Financial Products Company; Stanford Group Company, Walton Johnson & Company; Wells Fargo Brokerage Services, LLC; and Zions First National Bank, Capital Markets.

Suntrust Robinson Humphrey, Inc. has served Travis County as a broker/dealer in the past. The individual broker has eleven years of experience, a good record with FINRA and excellent references.

The remaining seven secondary firms (see Attachment B) that applied are not recommended because Travis County does not need additional brokers at this time. All of them received lower scores during the application review than the recommended secondary broker/dealers.

If these recommendations are approved, Travis County will be using four secondary broker/dealers located within Travis County, and four more located in Texas. Two of the recommended secondary broker/dealers are Historically Underutilized Businesses: Rice Financial Products Company and Walton Johnson & Company.

These secondary broker/dealer selections were based on scoring matrices for the firms and individuals developed by staff for this procedure.

#### Investment Advisory Committee

These recommendations have been reviewed by the Investment Advisory Committee and have the Committee's concurrence.

#### Definitions

##### Primary Broker/Dealers

Primary broker/dealers are national and international banks and investment firms that are authorized to deal directly with the Federal Reserve Bank of New York. They act as the Federal

Reserve System's trading agent to implement monetary policy and are designated by the Federal Reserve as primary dealers in government securities. Primary dealers help to establish the market for all treasury securities by participating in the treasury auctions, from short term bills to 30 year long bonds. The Federal Reserve investigates these dealers thoroughly to make sure the firms comply with relevant capital standards.

Secondary Broker/Dealers

Secondary broker/dealers are all the other firms authorized to sell securities that have not been designated as primary dealers in government securities by the Federal Reserve. The secondary broker/dealers may be large or small, new or well established, and regional or national firms.

Historically Underutilized Businesses

HUBs are commonly referred to as minority and/or women owned businesses. At least 51% of the business must be owned by one or more persons who have been historically underutilized because of their identification as members of the following groups: Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, and American Women.

Certifications

A Certification is a statement signed by an individual broker that attests that he or she has read the Travis County Investment Policy and will comply with its terms. Certifications are required by the Travis County Investment Policy and Procedures, and the Public Funds Investment Act.

Exhibits:

- Attachment A - Certifications signed by representatives from recommended firms
- Attachment B - List of Applicants
- Attachment C - Letters from Merrill Lynch and UBS Financial Services

cc: Investment Advisory Committee  
Barbara Wilson, Assistant County Attorney

**ATTACHMENT B  
2008 BROKER DEALER APPLICANTS**

**PRIMARY DEALERS**

\*Banc of America Securities, LLC  
901 Main Street, 63<sup>rd</sup> Floor  
TX1-492-63-05  
Dallas, TX 75202-3714

\*\*\*\*Morgan Stanley DW Inc.  
1600 Highway 6 South, Suite 100  
Sugar Land, TX 77478

\*Cantor Fitzgerald & Co.  
965 Ridgelake Blvd, Ste 200  
Memphis, TN 38120

\*\*\*Merrill Lynch, Pierce, Fenner & Smith, Inc.  
2121 San Jacinto Tower, Suite 1100  
Dallas, TX 75201

\*\*\*Deutsche Banc Alex Brown, a division  
of Deutsche Bank Securities, Inc.  
700 Louisiana Street, Ste 1500  
Houston, TX 77002

\*RBS Greenwich Capital  
550 West Jackson Blvd., Ste 1700  
Chicago, IL 60661

\*\*\*\*\*Lehman Brothers  
10250 Constellation Blvd, 25<sup>th</sup> Floor  
Los Angeles, CA 90067

\*\*UBS Financial Services Inc.  
100 Crescent Court, Suite 600  
Dallas, TX 75201

**SECONDARY DEALERS**

\*\*Blaylock Robert Van  
550 W. Washington, Suite 1650  
New York, NY 10017

\*Apex Securities, Inc. d.b.a.  
Rice Financial Products Company  
208 South LaSalle Street, Suite 1338  
Chicago, Illinois 60604

\*\*Cabrera Capital Markets  
10 S. LaSalle Street, Suite 1050  
Chicago, IL 60603

\*Stanford Group Company  
5050 Westheimer  
Houston, TX 77056

\*Coastal Securities, Inc.  
206 Wild Basin Road, Ste 109  
Austin, TX 78746

\*\*Sterne Agee  
800 Shades Creek Parkway, Suite 775  
Birmingham, AL 35209

\*First Southwest Company  
300 W. 6<sup>th</sup> St, Suite 1940  
Austin, TX 78701

\*\*Stone & Youngberg  
2555 East Camelback Rd, Suite 280  
Phoenix, AZ 85016

\*Frost National Bank  
100 West Houston, Suite 110  
San Antonio, TX 78205

\*\*\*SunTrust Robinson Humphrey  
401 East Jackson Street  
Tampa, Florida 33611

\*FTN Financial Capital Markets  
5949 Sherry Lane, Suite 810  
Dallas, TX 75225

\*\*Vining Sparks  
775 Ridge Lake Blvd, Suite 200  
Memphis, TN 38120

**\*\*Great Pacific Securities**  
151 Kalmus, Suite H8  
Costa Mesa, CA 92626

**\*Walton Johnson & Company**  
2911 Turtle Creek Blvd., Ste 800  
Dallas, TX 75219

**\*Morgan Keegan & Co., Inc.**  
2801 Via Fortuna, Suite 650  
Austin, TX 78746

**\*Wells Fargo Brokerage Services, LLC**  
111 Congress Ave., Third Floor  
Austin, TX 78701

**\*\*Raymond James & Associates, Inc.**  
780 Third Avenue, 44<sup>th</sup> Floor  
Chicago, IL 60661

**\*Zions First National Bank, Capital Markets**  
One South Main Street, Suite 1700  
Salt Lake City, UT 84111

\*These firms are currently approved and recommended for re-approval.

\*\*These firms applied but are not recommended for approval.

\*\*\*These firms are new applicants that are recommended for approval.

\*\*\*\*This firm was previously approved but withdrew from consideration.

\*\*\*\*\*This firm was previously approved but filed for bankruptcy during the application process and was removed from consideration.

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

RECEIVED  
AUG 21 AM 11:26  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and BANC OF AMERICA SEC. LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of BANC OF AMERICA SEC. LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of BANC OF AMERICA SEC. LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of BANC OF AMERICA SEC. LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of BANC OF AMERICA SEC. LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Mike Wall  
Name MIKE WALL  
Title VICE PRES.  
Date 8-15-08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and BANK OF AMERICA SEC. LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of BANK OF AMERICA SEC. LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of BANK OF AMERICA SEC. LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of BANK OF AMERICA SEC. LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of BANK OF AMERICA SEC. LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Melinda Hartsfield  
Name Melinda Hartsfield  
Title Associate  
Date 08-15-08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Cantor Fitzgerald & CO. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Cantor Fitzgerald & CO. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Cantor Fitzgerald & CO. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Cantor Fitzgerald & CO. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Cantor Fitzgerald & CO. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Jaff Salim

Title Sr VP

Date 8/21/08



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08 SEP -3 AM 10: 25

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Cantor Fitzgerald & Co. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Cantor Fitzgerald & Co. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Cantor Fitzgerald & Co. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Cantor Fitzgerald & Co. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Cantor Fitzgerald & Co. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Drew Hyde

Title Vice President

Date 27 August 2008

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TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

08 SEP - 1 12: 17 PM

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

This certification is executed on behalf of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature D. L. Seman

Name Soledad L Seman

Title Vice President - Branch Administrative Manager

Date September 3, 2008

Winthrop C Harvey  
Winthrop C Harvey  
Vice President

Angela Thompson  
Angela Thompson  
Sr Registered Sales Assistant

RECEIVED

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

08 SEP -2 AM 10:00

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

This certification is executed on behalf of Travis (Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature S. L. Seman

Name Soledad L Seman

Title Vice President - Branch Administrative Manager

Date August 29, 2008

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Merrill Lynch, Pierce, Fenner & Smith, Inc. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Merrill Lynch, Pierce, Fenner & Smith, Inc. that:

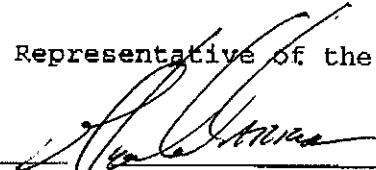
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Merrill Lynch, Pierce, Fenner & Smith, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Merrill Lynch, Pierce, Fenner & Smith, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Merrill Lynch, Pierce, Fenner & Smith, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature   
Name Glen A. Carter  
Title Director  
Date November 3, 2008

Please note that our signature hereto is subject to the attached letter dated November 3, 2008, which makes clear the scope of Merrill Lynch's obligations.

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

RECEIVED  
08 AUG 27 PM 12:21  
TEXAS PUBLIC FUNDS INVESTMENT  
PLANNING & BUDGET OFFICE

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (used in connection with investment transactions conducted between Travis County and RBS Greenwich Capital (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS Greenwich Capital that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS Greenwich Capital offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS Greenwich Capital has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS Greenwich Capital has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature [Handwritten Signature]  
Name Stephen L. Christensen  
Title Managing Director  
Date Aug 26, 2008

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBS Greenwich Capital (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS Greenwich Capital that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS Greenwich Capital offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS Greenwich Capital has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS Greenwich Capital has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Steve Cook

Title Managing Director

Date 8/26/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBS Greenwich Capital (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS Greenwich Capital that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS Greenwich Capital offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS Greenwich Capital has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS Greenwich Capital has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature \_\_\_\_\_



Name \_\_\_\_\_

T.R. Raese

Title \_\_\_\_\_

VP

Date \_\_\_\_\_

8/26/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBS Greenwich Capital (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS Greenwich Capital that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS Greenwich Capital offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS Greenwich Capital has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS Greenwich Capital has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Staci A Gray

Name Staci Gray

Title Sr. V.P.

Date 8-26-08



TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

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This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Ann. (Public Funds Investment Act), in connection with investment transactions conducted between Travis County and RBS Greenwich Capital (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS Greenwich Capital that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS Greenwich Capital offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS Greenwich Capital has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS Greenwich Capital has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature [Signature]  
Name JOSEPH PENNENE  
Title A.V.P.  
Date 9/2/08

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Coastal Securities, Inc. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Coastal Securities, Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Coastal Securities, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Coastal Securities, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Coastal Securities, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Steve Albert  
Name Steve Albert  
Title Senior Vice President  
Date August 25, 2008

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Coastal Securities, Inc. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Coastal Securities, Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Coastal Securities, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Coastal Securities, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Coastal Securities, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature *Eric Junter*

Name ERIC JUNTER

Title SR UP TRADING

Date August 25, 2008



## TEXAS PUBLIC FUNDS INVESTMENT ACT CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and First Southwest Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of First Southwest Company that:

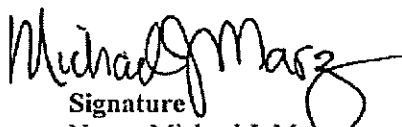
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

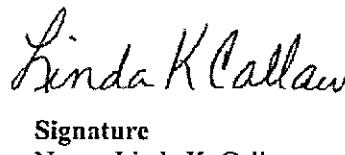
(ii) The undersigned is a Qualified Representative of First Southwest Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

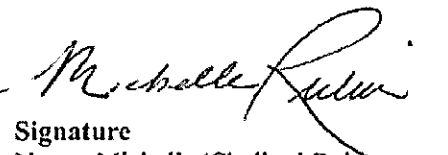
(iii) The Qualified Representative of First Southwest Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of First Southwest Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

  
Signature  
Name: Michael J. Marz  
Title: Vice Chairman

  
Signature  
Name: Linda K. Callaway  
Title: Senior Vice President

  
Signature  
Name: Michelle 'Shelley' Rubin  
Title: Investment Assistant

Date: August 19, 2008

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FTN financial Capital Markets (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FTN Financial Capital Markets that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FTN Financial Capital Markets offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FTN Financial Capital Markets has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FTN Financial Capital Markets has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature \_\_\_\_\_



Name \_\_\_\_\_

Bob Keller

Title \_\_\_\_\_

Senior Vice President

Date \_\_\_\_\_

8.14.08

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FTN Financial Capital Markets (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FTN Financial Capital Markets that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FTN Financial Capital Markets offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FTN Financial Capital Markets has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FTN Financial Capital Markets has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Whitney Waller

Name Whitney Waller

Title Sales Assistant

Date 8.14.08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Frost National Bank (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Frost National Bank that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Frost National Bank offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Frost National Bank has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Frost National Bank has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Cody Hundley  
Name Cody W. Hundley  
Title Investment Officer  
Date 8.26.08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Frost National Bank (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Frost National Bank that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Frost National Bank offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Frost National Bank has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Frost National Bank has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

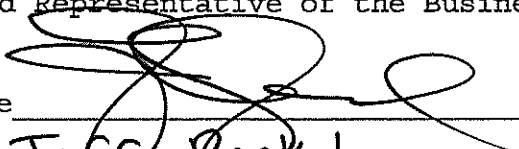
Qualified Representative of the Business Organization

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

  
Jeff Beckel  
Investment Officer  
8.26.08



**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and **Morgan Keegan & Co., Inc.** (the business organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and **Morgan Keegan & Company, Inc.** (the Business Organization)

The undersigned Qualified Representative of (the Business Organization) hereby certifies on behalf of **Morgan Keegan & Company, Inc** that:

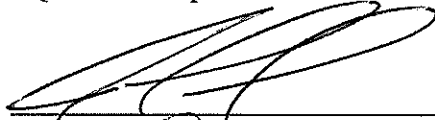
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis county to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of **Morgan Keegan & Co., Inc.** offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of **Morgan Keegan & Company, Inc.** has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

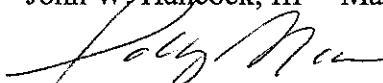
(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of **Morgan Keegan & Company, Inc.** has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization.



John W. Hancock, III    Managing Director

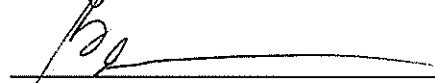
Date: August 28, 2008



Polly Moore    Senior Vice President



Jean Arias    Senior Vice President



Beatriz G. Cadena    Associate Vice President

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Apex Securities Inc., (the Business Organization) .d/b/a Rice Financial Products Company

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Apex Securities Inc., that: d/b/a Rice Financial Products Company


(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Apex Securities Inc., d/b/a Rice Financial Products Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Apex Securities Inc., d/b/a Rice Financial Products Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Apex Securities Inc., d/b/a Rice Financial Products Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Kenneth G. Bruce, Jr.

Title Senior Vice President

Date 8/29/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Apex Securities Inc., (the Business Organization) d/b/a Rice Financial Products Company

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Apex Securities Inc., that: d/b/a Rice Financial Products Company

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Apex Securities Inc., d/b/a Rice Financial Products Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Apex Securities Inc., d/b/a Rice Financial Products Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Apex Securities Inc., d/b/a Rice Financial Products Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Carol L. Mackoff

Name Carol L. Mackoff

Title Managing Director

Date 8/29/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Stanford Group Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Stanford Group Company that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Stanford Group Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Stanford Group Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Stanford Group Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Benjamin Finkelstein, CFA

Title Senior Managing Director

Date 9/8/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Stanford Group Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Stanford Group Company that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Stanford Group Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Stanford Group Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Stanford Group Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Kevin Webb, CFA

Title Senior Vice President

Date 9/4/8

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Stanford Group Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Stanford Group Company that:

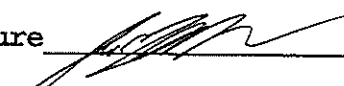
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Stanford Group Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Stanford Group Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Stanford Group Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Jason Klinghoffer

Title Portfolio Analyst

Date 09/03/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes & Statutes (the Act), in connection with investment transactions conducted between Travis County and SunTrust Robinson Humphrey, Inc. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of SunTrust Robinson Humphrey, Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of SunTrust Robinson Humphrey, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of SunTrust Robinson Humphrey, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of SunTrust Robinson Humphrey, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature *Richard J. Kennedy*

Name Richard Kennedy

Title Vice President

Date 08/26/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Walter Johnson & Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Walter Johnson & Company that:

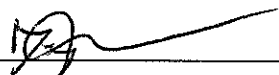
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Walter Johnson & Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Walter Johnson & Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Walter Johnson & Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Dejuan Green

Title Trader

Date 08/20/08



**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Walter Johnson & Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Walter Johnson & Company that:


(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Walter Johnson & Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Walter Johnson & Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Walter Johnson & Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Barry Bowen

Title Managing Director

Date 08/20/08

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TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

This certification is executed on behalf of Travis County and Wells Fargo Brokerage Services, LLC, (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Wells Fargo Brokerage Services, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Wells Fargo Brokerage Services, LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

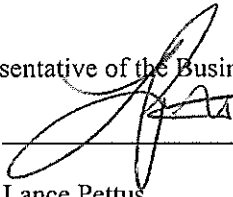
(ii) The undersigned is a Qualified Representative of Wells Fargo Brokerage Services, LLC, offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Wells Fargo Brokerage Services, LLC, has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Wells Fargo Brokerage Services, LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature

  
\_\_\_\_\_

Name

Lance Pettus  
\_\_\_\_\_

Title

Institutional Sales Associate  
\_\_\_\_\_

Date

08/13/08  
\_\_\_\_\_

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TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

AUG 22 AM 10: 27  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

This certification is executed on behalf of Travis County and Wells Fargo Brokerage Services, LLC (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Wells Fargo Brokerage Services, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Wells Fargo Brokerage Services, LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

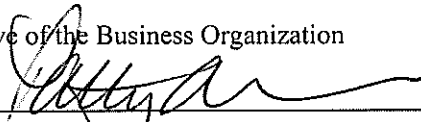
(ii) The undersigned is a Qualified Representative of Wells Fargo Brokerage Services, LLC, offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Wells Fargo Brokerage Services, LLC, has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Wells Fargo Brokerage Services, LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature



Name

Patty Arnold

Title

Institutional Sales Associate

Date

8-19-08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and Wells Fargo Brokerage Services, LLC, (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Wells Fargo Brokerage Services, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Wells Fargo Brokerage Services, LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Wells Fargo Brokerage Services, LLC, offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Wells Fargo Brokerage Services, LLC, has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Wells Fargo Brokerage Services, LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Charlotte Stachow  
Name Charlotte Stachow  
Title Institutional Sales Associate  
Date 8/19/08

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Zions BK - Capital Mkts (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Zions BK - Capital Mkts that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Zions BK - Cap. Mkts offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Zions BK Capital Mkts has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Zions BK - Capital Mkts has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Kate J. Sullivan  
Name Katherine J. Sullivan  
Title VP  
Date 8/15/08



Global Markets & Investment Banking

RECEIVED

08 NOV -5 AM 9:58

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

November 3, 2008

Ms. Mary Mayes, Investment Manager  
Travis County  
Cash/Investment Management Dept., Suite 540  
314 W. 11<sup>th</sup> Street  
Austin, TX 78701

Re: Travis County Investment Policy Broker/Dealer Certification

Dear Ms. Mayes:

This is to acknowledge that I, along with Don La Piana of our Dallas Office, have reviewed the Travis County Statement of Investment Policy (the "Investment Policy").

We are appreciative that you have provided us with a copy of the Investment Policy. Our review of the Investment Policy does not, however, relieve the Travis County of the primary responsibility for determining whether a particular investment meets the terms of the Investment Policy or meets the laws to which Travis County and their Investment Officers are subject.

As Merrill Lynch may be only one of several firms executing orders for the Travis County, we are not in a position to know Travis County's portfolio as a whole nor are we in a position to apply all of the terms of the Investment Policy to specific investments purchased through Merrill Lynch. While we agree to make reasonable efforts to offer investments that comply with our general understanding of the Investment Policy, the investment of public funds in accordance with the laws to which the Travis County and the Investment Officers are subject, and with the Investment Policy, shall remain, as consistent with applicable law, the primary responsibility of the Investment Officers and the representatives of their office.

Very truly yours,

  
Glen A. Carter  
Regional Manager

Enclosures

Glen A. Carter  
Director  
  
Global Markets &  
Investment Banking

2121 San Jacinto  
Suite 1100  
Dallas, Texas 75201

214 999 6510  
800 876 1101  
FAX 214 999 6590  
gcarter@exchange.ml.com

August 28, 2008

**Ms. Mary Mayes**  
**Investment Manager**  
**Travis County Administration Building**  
**314 West 11<sup>th</sup> Street, Suite 540**  
**Austin, TX. 78767**

Dear **Ms. Mayes**:

Thank you for the opportunity to compete for this business. The enclosed Certification by Dealer is being delivered by the undersigned on behalf of UBS Financial Services Inc. ("UBS Financial Services") to the Travis County, TX ("Investor") in connection with investment transactions between UBS Financial Services and the Investor. We understand that the Investor has designated **Mary Mayes** as the Investment Manager ("Investment Officer") to be responsible for the investment of the Investor's funds.

UBS Financial Services is sending this letter to confirm the following understandings and agreements relating to all transactions to be conducted between UBS Financial Services and Investor:

- (i) The Investor represents that the Investment Officer (a) has been duly designated by official action of the governing body of the Investor to act as its Investment Officer in accordance with the appropriate statute (the "Act"), (b) is vested with full power and authority under the Act and other applicable law (collectively, the "Authorized Investment Laws") to engage in investment activities on behalf of the Investor and to perform all obligations in connection therewith, (c) is duly authorized by the Investor to respond to this letter and agree to the obligations and understandings set forth in this letter, and (d) that until Investor informs UBS Financial Services in writing that another person has been appointed as investment officer, Investor directs UBS Financial Services to deal with the herein named Investment Officer.
- (ii) Pursuant to the Act, the governing body of the Investor has duly adopted a written investment policy (the "Investment Policy"), and the Investment Officer (a) has furnished a true and correct copy of the complete and duly adopted Investment Policy to UBS Financial Services, a copy of which is

attached as Exhibit "A" and (b) will promptly notify UBS Financial Services in writing of any rescission of or amendment to the Investment Policy as well as any rescission of or appointment to the position of Investment Officer, provided that UBS Financial Services shall be entitled to continue to deal with **Mary Mayes, Investment Manager** as the Investment Officer and to rely upon the most recent version of the Investment Policy furnished by the Investment Officer until receipt of such notice.

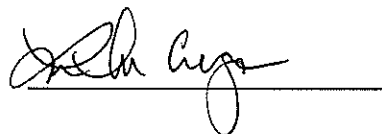
- (iii) The Investor has implemented reasonable procedures and controls in an effort to preclude investment transactions between Investor and UBS Financial Services that are not authorized by Investor's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Investor's entire portfolio or requires an interpretation of subjective investment standards, and prior to entering into an investment transaction with UBS Financial Services, the Investment Officer will determine that the contemplated investment is authorized by law as an investment for Investor and is consistent with the Investment Policy.
- (iv) In connection with any investment transaction between UBS Financial Services and the Investor, UBS Financial Services (a) is acting at arm's length to the Investor and (b) is neither an investment advisor nor a fiduciary to the Investor.
- (v) UBS Financial Services is a member in good standing of the National Association of Securities Dealers and the Securities Investor Protection Corporation. Investor represents that Investor has determined that UBS Financial Services has complied with any and all provisions in the Investment Policy and other policies and procedures of Investor regarding qualification of UBS Financial Services to act as broker/dealer to Investor, that UBS Financial Services is on the Investor's duly adopted list of qualified brokers, and that there are no further steps that UBS Financial Services must take to assure such qualifications or eligibility.
- (vi) Investor has determined that no investment authorized under the Act is prohibited as an investment for Investor by any other laws, rules or regulations applicable to Investor.
- (vii) Investor shall be responsible, and UBS Financial Services shall not be responsible, for assuring that Investor's purchases of investments comply with those aspects of the Investment Policy and the Authorized Investment Laws over which UBS Financial Services has no control or knowledge. Without limiting the foregoing, the following sets forth several specific examples of types of restrictions on investment for which Investor, and not UBS Financial Services, shall assure compliance: (a) restrictions relating



to or requiring knowledge of Investor's total portfolio, such as requirements relating to diversification of the types, maturities, issuers, etc. of investments; restrictions on concentration in types, maturities or issuers of investments; restrictions related to risk tolerance; requirements for portfolio performance-limitations that relate to the amount of money that, if invested, would place at risk the overall position of the portfolio; and requirements related to average maturity or average dollar-weighted maturities; (b) restrictions that are not specifically set forth in detail in the Investment Policy, such as restrictions on the investment of bond proceeds established by the bond documents or by statute; (c) restrictions which require knowledge of which fund is the source of the monies to be invested, i.e. debt service funds, bond proceeds, insurance reserves, etc.; (d) any prohibition against or restriction on the pooling of monies from Investor's various funds for investment purposes; and (e) restrictions established in Investor's internal controls, policies or procedures.

- (viii) Without limiting the foregoing, Investor acknowledges that as UBS Financial Services will not be in a position to know if Investor sells or liquidates an investment not held "in safekeeping" for Investor by UBS Financial Services, the Investor, and not UBS Financial Services, shall have responsibility for monitoring whether all such investments continue to comply with the Act.

If you or Investor believes that any statements in this letter are inaccurate or if Investor does not agree to the terms and conditions set forth in this letter agreement, please notify the undersigned immediately in writing. If the undersigned does not receive a written objection from you within two weeks of the date of this letter, we will conclude that you and Investor agree with all statements, terms and conditions set forth herein. We at UBS Financial Services look forward to assisting you in implementing your investment decisions. Thank you.



Lisa Cregan  
Branch Manager

Enclosures

10 ✓

**Travis County Commissioners Court Agenda Request**

RECEIVED  
COUNTY JUDGE'S OFFICE

09 FEB -3 AM 9:55

Voting Session February 10, 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 \$425,948.22, for the period of January 23, 2009 to January 29, 2009.

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: February 10, 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: January 23, 2009 to January 29, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$425,948.22

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 \$425,948.22.

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  
JANUARY 23, 2009 TO JANUARY 29, 2009**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Chart of Weekly Reimbursements Compared to Budget
- Page 3. Paid Claims Compared to Budgeted Claims
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: February 10, 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: January 23, 2009  
 TO: January 29, 2009

**REIMBURSEMENT REQUESTED: \$ 425,948.22**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,294,204.81
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 3, 2009	\$	(868,256.76)
Adjust to balance per UHC	\$	0.17
<b>TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$</b>	<b>425,948.22</b>
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$</b>	<b>425,948.22</b>

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 \$27,799.00) 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 (\$85,553.29) 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 \$8,154.70.

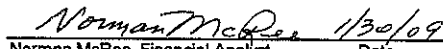
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 1-30-09  
 Linda Moore Smith, Director Date

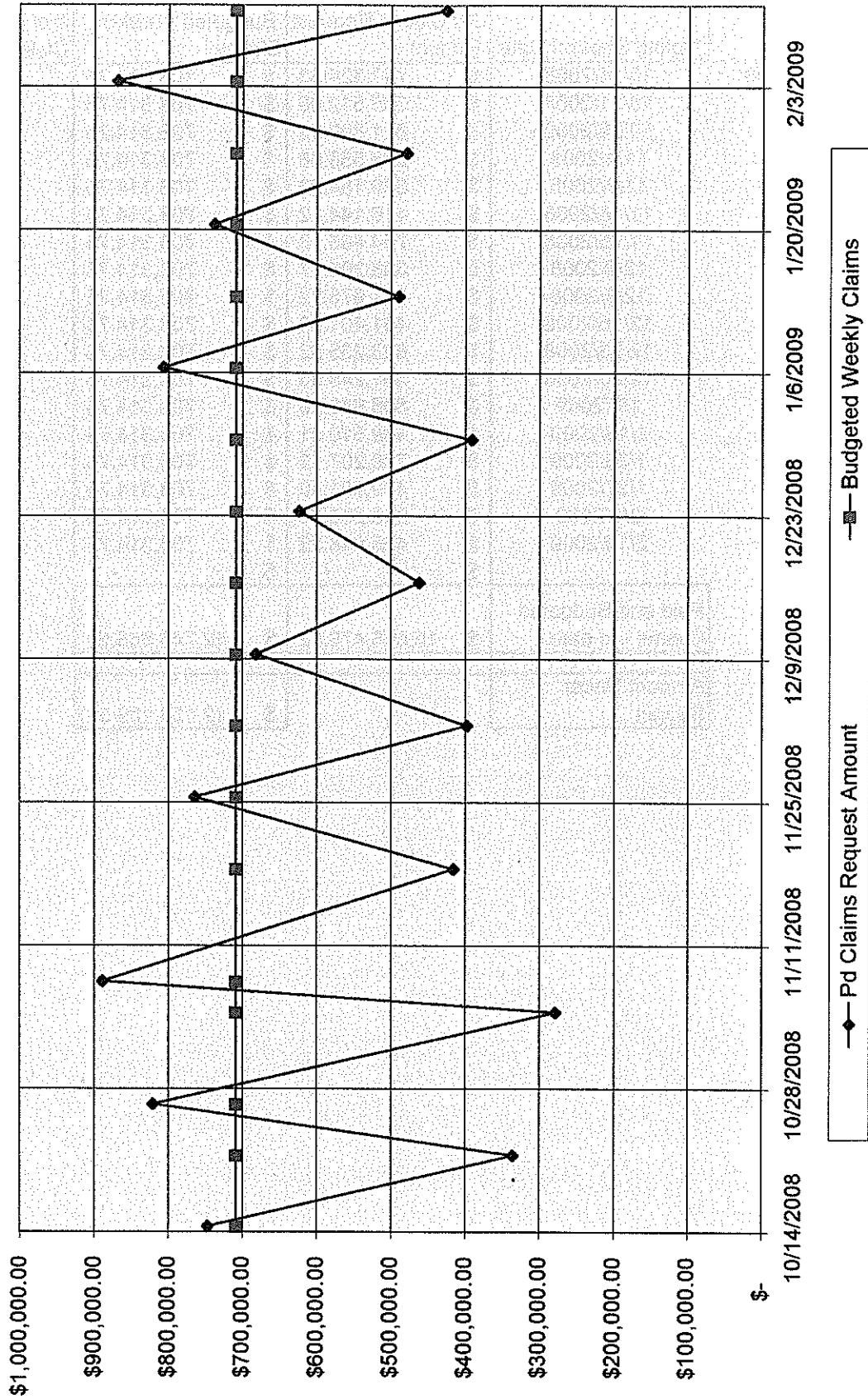
 1-30-09  
 Dan Mansour, Risk Manager Date

 1-30-09  
 Cindy Purinton, Benefit Contract Administrator Date

 1/30/09  
 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.

TRAVIS COUNTY BENEFIT PLAN  
FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75



## TRAVIS COUNTY EMPLOYEE BENEFIT PLAN FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-02/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
		\$ -	\$ -		
Paid and Budgeted Claims - to date		\$ 10,616,476.12	\$ 12,749,665.50		
Amount Under Budget			\$ (2,133,189.38)		

Last Updated 2-6-09 at 3:53pm

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: 2009-01-30 REQUEST AMOUNT: \$1,294,204.81

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: 2009-01-29	\$684,693.01
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,254,024.99
+ CURRENT DAY NET CHARGE:	\$40,179.82
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,294,204.81

ACTIVITY FOR WORK DAY: 2009-01-23

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$43,075.34	\$00.00	\$43,075.34
TOTAL:	\$43,075.34	\$00.00	\$43,075.34

ACTIVITY FOR WORK DAY: 2009-01-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$68,594.65	\$00.00	\$68,594.65

4



UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_01\_29

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	1.41	RA	56333345	AA	8	1/26/2009	100	1/28/2009	1/29/2009
701254	632	1.26	UW	40186093	AH	9	1/16/2009	20	1/27/2009	1/29/2009
701254	632	1.02	RA	53030991	AA	1	1/23/2009	100	1/27/2009	1/29/2009
701254	632	0.87	RA	52393962	AA	1	1/22/2009	100	1/26/2009	1/29/2009
701254	632	0.81	RA	59505096	AA	1	1/28/2009	100	1/30/2009	1/29/2009
701254	632	0.26	RA	54294921	AH	1	1/23/2009	100	1/27/2009	1/29/2009
701254	632	-27.58		25 145653	AH	6	1/26/2009	50	1/28/2009	1/29/2009
701254	632	-45	UV	24806185	AH	1	1/21/2009	50	1/27/2009	1/29/2009
701254	632	-62.76	UV	44504803	AE	8	1/21/2009	50	1/27/2009	1/29/2009
701254	632	-121.79	NN	SSN0000CAL		0	1/21/2009	600	1/27/2009	1/29/2009
701254	632	-169.74	NN	SSN0000CAL		0	1/20/2009	600	1/26/2009	1/29/2009
701254	632	-523.8	UV	83273171	AH	1	1/17/2009	50	1/26/2009	1/29/2009
701254	632	-547.46	UU	23062983	AH	1	1/18/2009	50	1/26/2009	1/29/2009
701254	632	-685.3	UV	48743861	AF	2	1/21/2009	50	1/27/2009	1/29/2009
701254	632	-696.6		13 3221081	AH	1	1/27/2009	50	1/29/2009	1/29/2009
701254	632	-1194.3	NN	SSN0000CAL		0	1/20/2009	600	1/26/2009	1/29/2009
701254	632	-1200.85	UV	83272961	AA	4	10/31/2008	50	1/30/2009	1/29/2009
701254	632	-1265.26	UQ	74684971	AA	1	1/8/2007	50	1/27/2009	1/29/2009
701254	632	-1614.26	NN	SSN0000CAL		0	1/23/2009	600	1/29/2009	1/29/2009

425,948.22

W

# *Travis County Hospital and Insurance Fund - County Employees*

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 01/29/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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**Total:** \$0.00

6

**Travis County - Hospital and Self Insurance Fund (526)**

**Journal Entry for the Reimbursement to United Health Care**

For the payment week ending: 1/29/2009

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	526-1145-522.45-28	53,400.42
	RR	
	526-1145-522.45-29	14,864.13
Total CEPO		\$68,264.55
<b>EPO</b>		
	EE	
	526-1145-522.45-20	121,818.18
	RR	
	526-1145-522.45-21	11,255.96
Total EPO		\$133,074.14
<b>PPO</b>		
	EE	
	526-1145-522.45-25	212,749.45
	RR	
	526-1145-522.45-26	11,860.08
Total PPO		\$224,609.53
Grand Total		\$425,948.22

# 11

### Travis County Commissioners Court Agenda Request

Voting Session 02/10/09  
(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

Routine Personnel Actions

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

**II. Additional Information**

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

**III. Required Authorizations:** Please check if applicable:

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



# HRMD

*Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**February 10, 2009**

**ITEM # :**

**DATE:** January 30, 2009

**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.

**Routine Personnel Actions – Pages 2 – 6.**

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

LMS/LAS/clr

#### Attachments

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

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>Constable 1</b>	2	Chief Deputy Constable	66 / Step 10 / \$81,721.74 (CC approved 1/27/09)	66 / Step 10 / \$81,721.74 (CC approved 1/27/09)
<b>County Atty</b>	176	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
<b>Criminal Justice Planning</b>	46	Office Specialist	10 / Midpoint / \$29,499.39	10 / Midpoint / \$29,499.39
<b>Criminal Justice Planning</b>	48	Financial Analyst	17 / \$40,000.00	17 / \$40,000.00
<b>District Clerk</b>	10	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
<b>District Clerk</b>	33	Training Education Coord II	18 / \$50,000.00	18 / \$50,000.00
<b>District Clerk</b>	61	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
<b>District Clerk</b>	60001	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
<b>Juvenile Court</b>	593	Juvenile Detention Ofcr I* **	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
<b>Juvenile Court</b>	607	Cook*	8 / \$22,880.00	8 / \$22,880.00
<b>Medical Examiner</b>	8	Forensic Med Exam Investgr I	16 / \$47,000.00	16 / \$47,000.00
<b>Sheriff</b>	102	Licensed Voc Nurse	15 / Level 5 / \$38,833.60	15 / Level 5 / \$38,833.60
<b>Sheriff</b>	172	Deputy Sheriff Law Enforcement**	72 / Step 5 / \$49,235.06	72 / Step 5 / \$49,235.06
<b>Sheriff</b>	706	Office Specialist Sr	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
<b>Sheriff</b>	829	Risk / Safety Spec I**	18 / Midpoint / \$51,685.50	18 / Midpoint / \$51,685.50
<b>Sheriff</b>	1223	Accounting Clerk	11 / Midpoint / \$31,571.49	11 / Midpoint / \$31,571.49
<b>Sheriff</b>	1361	Electrician**	13 / Midpoint / \$36,138.96	13 / Midpoint / \$36,138.96
<b>TNR</b>	257	Road Maint Worker Sr	9 / \$27,331.20	9 / \$27,331.20
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Atty	20016	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20017	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20018	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20272	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20437	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20533	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23044	Elec Clk – Ery Vting Deputy	10 / \$12.00	10 / \$12.00	02
Criminal Justice Planning	20002	Planner / Mgmt / Res Asst	13 / \$14.18	13 / \$14.18	02
District Atty	50005	Office Asst	8 / \$10.10	8 / \$10.10	05
District Atty	50050 (2 <sup>nd</sup> Job)	Attorney III	24 / \$32.00	24 / \$32.00	05
District Atty	50051 (2 <sup>nd</sup> Job)	Attorney III	24 / \$32.00	24 / \$32.00	05
Fac Mgmt	50009	Building Security Guard	8 / \$10.10	8 / \$10.10	05
Juvenile Court	50318	Planner Sr	20 / \$22.79	20 / \$22.79	05
TCCES	50144	Counselor	15 / \$16.23	15 / \$16.23	05
TNR	20105	GIS Spec	16 / \$17.37	16 / \$17.37	02
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
Sheriff	201	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	493	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	526	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1530	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1704	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1732	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1734	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>District Atty</b>	229	Attorney V* / Grd 27	Attorney VI / Grd 28	\$82,700.21	\$88,489.00	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	438	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	\$31,926.81	\$33,523.15	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	579	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$28,766.71	\$30,205.04	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						



<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Constable 2</b>	Slot 43 / Court Clerk I / Grd 13 / \$33,959.73	<b>Constable 2</b>	Slot 43 / Court Clerk I / Grd 13 / \$38,526.28	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Criminal Courts</b>	Slot 112 / Judicial Aide Spec / Grd 16 / \$43,400.63	<b>Criminal Courts</b>	Slot 112 / Judicial Aide Spec / Grd 16 / \$45,570.66	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>District Atty</b>	Slot 271 / Attorney VI / Grd 28 / \$92,040.91	<b>Juvenile Court</b>	Slot 502 / Assoc Judge / Magistrate / Ref / Grd 97 / \$105,000.00	Promotion.
<b>Emergency Services</b>	Slot 31 / Financial Analyst* / Grd 17 / \$57,973.34	<b>Emergency Services</b>	Slot 31 / Financial Analyst Lead / Grd 22 / \$60,872.00	Classification change approved by CC on 1/27/09. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	Slot 2 / Assoc Judge / Magistrate / Ref / Grd 97 / \$106,575.00	<b>Juvenile Court</b>	Slot 2 / Assoc Judge / Magistrate / Ref / Grd 97 / \$105,000.00	Error correction. Salary adjustment.
<b>Juvenile Court</b>	Slot 228 / Juvenile Probation Ofcr II / Grd 15 / \$36,354.74	<b>Juvenile Court</b>	Slot 69 / Juvenile Probation Ofcr III / Grd 16 / \$38,292.80	Promotion. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	Slot 380 / Assoc Judge / Magistrate / Ref / Grd 97 / \$106,575.00	<b>Juvenile Court</b>	Slot 380 / Assoc Judge / Magistrate / Ref / Grd 97 / \$105,000.00	Error correction. Salary adjustment.
<b>Juvenile Court</b>	Slot 456 / Juvenile Case Work Mgr / Grd 19 / \$54,879.65	<b>Juvenile Court</b>	Slot 19 / Juvenile Case Work Mgr / Grd 19 / \$54,879.65	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 592 / Deputy Sheriff Law Enforcement* / Grd 72 / \$45,485.02	<b>Sheriff</b>	Slot 186 / Deputy Sheriff Law Enforcement* / Grd 72 / \$45,485.02	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

\* Actual vs Authorized

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 652 / Security Coord / Grd 12 / \$30,925.31	<b>Sheriff</b>	Slot 558 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
<b>Sheriff</b>	Slot 1778 / Sergeant Corrections / Grd 88 / \$82,475.95	<b>Sheriff</b>	Slot 1154 / Sergeant Certified Peace Ofcr / Grd 88 / \$82,475.95	POPS lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>* Actual vs Authorized</b>				

**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**

# 12 ✓

**Travis County Commissioners Court Agenda Request**

RECEIVED  
COUNTY JUDGE'S OFFICE

Voting Session 2/10/09  
(Date)

09 FEB -3 PM 4:54

**I. Request**

A. Request made by: Alicia Perez, Executive Manager Administrative Operations  
Phone # 854-9343

B. Requested text:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING PROPERTY CLAIM RECOMMENDATIONS:

A. STARFLIGHT – SETTLE  
B. TNR – SETTLE

C. Approved by:

\_\_\_\_\_  
(Signature of Commissioner or County Judge)

**II. Additional Information**

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

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.

- Alicia Perez, 854-9343
- Sherine Thomas, 854-9415
- Susan Spataro, 854-9125
- Casey Ping, 854-6460
- Joe Gieselman, 854-9383
- Greg Hamilton, 854-9770

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)**

RECOMMENDATION FOR TRANSFER

DATE: 1-26-09

COUNTY DEPARTMENT: StarFlight

CLAIM NUMBER: L08591003105101

DATE OF INCIDENT: 3-11-08

LOCATION OF INCIDENT: Unknown – Discovered during inspection

PROPERTY DAMAGES: Eurocopter N378TC

BLADE RENTAL FEES: \$ 1,763.20

BLADE REPLACEMENT: \$57,550.49

INSPECTION FEE: 320.00

SHIPPING FEES: 941.10

PENDING SHIPPING FEES: 500.00 (estimate for shipping of new blade)

TOTAL: \$61,074.79

DESCRIPTION OF INCIDENT: On March 11, 2008 during a routine inspection of Eurocopter N378TC, it was discovered one of its blades was damaged. It is uncertain how the damage occurred. The blade was shipped to American Eurocopter in Germany for evaluation and repair. American Eurocopter determined the blade was damaged by contact with a foreign object and neither serviceable or repairable. The only option was to replace the blade. A rental blade was necessary while the blade was being evaluated.

Risk Management notified broker Arthur J. Gallagher who submitted a claim to the county's carrier Star Aviation for reimbursement of the costs for blade inspection, rental blade, shipping charges and replacement blade. An insurance settlement from Star Aviation will be forthcoming once the last invoice for shipping of the new blade has been received. Above total includes all expenses, with a \$500.00 allowance for the final shipping fees for the new blade.

RECOMMENDATION: The Risk/Safety specialist has reviewed the loss notice and claim and confirmed incident with county supervisor. Risk Management recommends we reimbursed StarFlight up to \$61,074.79 for all costs associated with the damaged blade including up to \$500.00 to cover the other shipping costs.

RISK/SAFETY SPECIALIST: Donna Parker Stirman

COUNTY'S RECOMMENDATIONS: The Risk and Benefits Manager has reviewed the claim submitted and concurs with the findings of the claims specialist and requests approval to reimburse StarFlight up to \$61,074.79 from 525-1140-522-4510 AR0619. This request for authority includes up to \$500.00 to cover the shipping fees of the new blade.

**RECOMMENDATION FOR TRANSFER**

**DATE:** 1-26-09  
**COUNTY DEPARTMENT:** TNR  
**CLAIM NUMBER:** P09494100320401  
**DATE OF INCIDENT:** 12-2-08  
**LOCATION OF INCIDENT:** Eastside Service Center  
6011 Blue Bluff  
**PROPERTY DAMAGES:** Fuel Island  
**ESTIMATE OF REPAIRS:** \$10,122.00/Stewart Builders, Inc.

**DESCRIPTION OF INCIDENT:** On December 2, 2008, TNR employee Kinnard Smith was driving TNR unit 1886, a 2000 International, and had dumped a load of dirt at the Eastside Service Center. He thought he had engaged the gear to lower the bed and continued driving over to his crew leader. As he drove past the fuel island, the bed of the dump truck, which was still raised, made contact with the corner of the fuel island canopy, causing extensive damage to the fascia panels, deck pan and gutter.

**CORRECTIVE ACTION:** Employee counseled by supervisor and Safety officer, issued a green hard hat and assessed 4 vehicle safety points.

**RECOMMENDATION:** The Risk/Safety specialist has reviewed the loss notice and claim and confirmed incident with county supervisor. Facilities Management has secured a bid from Stewart Builders, Inc. in the amount of \$10,122.00 for repairs to the fuel island canopy. Risk Management recommends we reimbursed Facilities Management in the amount of \$10,122.00 once repairs have been completed.

**RISK/SAFETY SPECIALIST:** Donna Parker Stirman

**COUNTY'S RECOMMENDATIONS:** The Risk and Benefits Manager has reviewed the claim submitted and concurs with the findings of the claims specialist and requests approval to reimburse Facilities Management \$10,122.00 from 525-1140-522-4506 AR0601.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

13 ✓

Voting Session: February 10, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING APPROVING THE TRAVIS COUNTY SPACE STANDARDS.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

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

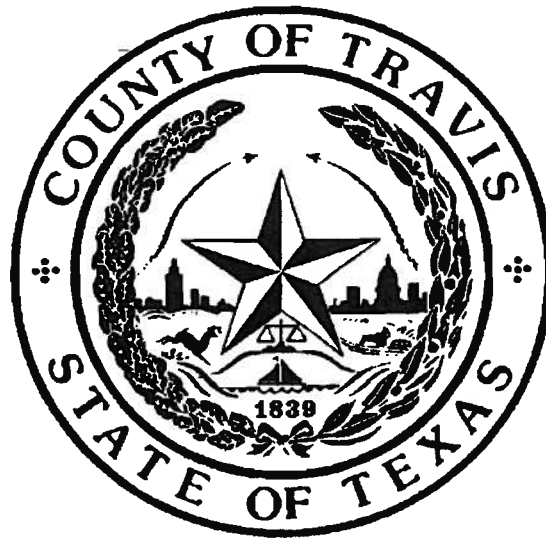
County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -4 PM 3:38

# SPACE STANDARDS

REQUIREMENTS FOR PLANNING, PROGRAMMING, DESIGN,  
CONSTRUCTION AND REMODELING OF GENERAL OFFICE  
SPACE IN TRAVIS COUNTY FACILITIES



**Administrative Operations**

Alicia Perez, Executive Manager

**Facilities Management Department**

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

**Space Standards Task Force**

Jim Barr, AIA, Sr. Project Manager, Chair

Leslie Stricklan, AIA, Sr. Project Manager

Ken Gaede, AIA, Sr. Project Manager

**ADOPTED:** \_\_\_\_\_ (date) \_\_\_\_\_

**TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT**  
1010 Lavaca Street, Suite 400, P.O. Box 1748, Austin, Texas 78767 (512) 854-9661, fax (512) 854-9226

## General Office Space Standards Travis County, Texas

### 1. Introduction

Space standards establish requirements for the planning, programming and design of County facilities classified as General Office space. Special function facilities and spaces, such as courts, detention facilities, warehouses, maintenance buildings and institutional kitchens will not be specifically addressed by these standards. General office areas that are part of these special function facilities shall comply with these standards. Special function facilities have unique requirements for which the planning, programming and design will rely on the judgment and experience of design professionals working with and within the County.

### 2. Goals

The standards will apply to County owned and leased facilities for planning, programming, design and construction. The goal is to provide appropriate space for the effective delivery of services to the public and to help create and maintain an image and environment consistent with the goals and legislative mandate of County government.

### 3. Policy

The Commissioners Court is the sole authority for the allocation of County facility space. This authority may only be delegated by specific action of the Commissioners Court. The Director of the Facilities Management Department (Director) is the appointed official representing the Commissioners Court for new facility design and for the remodel of existing facilities. Interpretation and application of these standards are the responsibility of the Director.

These standards shall be applied to the planning, programming, design and construction of new and remodeled facilities. Application of individual sections of these standards to an existing facility where no major alterations are involved will be limited to the extent feasible and economically practical as determined by the Director. Exceptions and adjustment of the space standards may be made by the Commissioners Court.

The square footage allocations included in these standards are to be interpreted as a maximum allowable and not as a minimum square footage entitlement. Existing facilities have physical conditions and limitations that will require a case-by-case evaluation by the Director or designated representative. Because of these limitations there shall be no guarantee of strict adherence to the minimums.

### 4. Responsibilities

The administration of this policy is the responsibility of the Director of the Facilities Management Department (FMD).

### 5. Determining Square Footage

Building interior space utilization analysis shall be based on the IFMA/BOMA report: A Unified Approach for Measuring Office Space For Use in Facility and Property Management, 2007, which has been adopted as ASTM E1836-08: Building Floor Area Measurement for Facility Management, 2008. For exterior building area measurement the American Institute of Architects



## General Office Space Standards Travis County, Texas

(AIA) document D101, The Architectural Area and Volume of Buildings shall be used. These documents are widely recognized as defining standard methodology for consistently categorizing space as to type and then providing a consistent measurement for which accurate comparisons of building space can be made. The terminology and descriptions in the following paragraphs define portions of buildings that are consistent with these standards.

Buildings can be divided into Tenant Area, Service Area, Amenity Area and Circulation Area. The determination of what constitutes these areas will depend upon the configuration of a building or floor and the size and nature of the occupied spaces. More detailed definition of these areas can be found in the referenced standards.

Tenant Area is assigned to, and for the exclusive use by, the designated County User Group. The Tenant Area includes both perimeter and interior encroachments such as columns but excludes major vertical penetrations such as stairs, elevators and large mechanical and plumbing chases. Secondary Circulation is included within Tenant Areas and may change over time as Tenant Areas are remodeled. These are the pathways that connect programmed space with building Amenity and Service Areas.

Service Area is the portion of a building or floor that includes Mechanical, Electrical, MDF/IDF, Elevator Equipment Rooms, Public Restrooms, Loading Docks, Ground Floor Entry Lobbies, etc. These areas are normally code required and code regulated.

Amenity Areas are spaces that provide additional services to Tenant Areas without being specifically assigned to those Tenant Areas. These would include shared conference rooms, shared break rooms, vending areas, security desks, building mail rooms, etc. These spaces are typically not code required.

Circulation Area is the primary circulation pathways that connect to main building elements such as stairs, elevators, building lobbies, service docks and mechanical spaces. This space is typically constant because it represents the minimum code required path to connect service areas, elevators and emergency exits.

Establishing initial programming and budget information will involve estimating the square footage of the various types of areas that will be required. To estimate these areas and arrive at a budget cost a circulation factor will initially be added to the cumulative net square footage as appropriate for each project. Circulation factors vary depending on the function and design of the building and the type of general office space to be used within the Tenant Area. Constraints such as site size and configuration, existing structures, purpose of the facility and budget can cause significant variance. Circulation factors can range from 25% to more than 50% for Secondary Circulation within Tenant Areas and an additional circulation factor for Primary Circulation Areas outside Tenant Areas should be determined case-by-case for each project.

The gross square footage will be used to calculate initial budget figures based upon the estimated cost per square foot. The cost per square foot is variable and depends on building usage, location, materials, technology, size and current construction market conditions.

**General Office Space Standards  
Travis County, Texas**

**6. Amenity Area and Tenant Area Calculation**

Spaces intended to be used by all departments occupying a facility or floor comprise Amenity Areas. Certain internal support spaces are also required in Tenant Areas. The following guidelines should be used to initially program these spaces:

Space	Calculation	Comment
Break Room	60sf + 25sf per Person	Note 1
Coffee Bar	6 linear ft. uppers and lowers	Note 2
Conference Room	50sf + 25sf per Person	Note 3
Copy/Print/Fax Room	40sf + 20sf per machine	Note 4
File Room	40sf + 21sf per lateral file	Note 5
File Area	9sf per lateral file	
Storage Rooms	Analysis of Dept. need	
Waiting Room or Area	15sf per person + 30%	case-by-case evaluation
Vending Area	8sf per machine + 15sf circ.	Approval by FMD required
Public Restrooms	Per codes	Note 6
Employee Shower Facilities	Per Building	Note 7
Mail Distribution Space	40sf circ. + shelves, etc.	Note 8
Printer/Fax Areas	40sf + 6sf per machine + 4sf	Note 9

**Notes:**

1. Break Rooms can be shared among smaller departments occupying a single floor.
2. Coffee Bars may be included in smaller departments or in larger departments as a supplement to Break Rooms or in lieu of a formal Break Room if space is at a premium.
3. Larger Conference Rooms may be shared among users but should be supplemented by smaller Conference Rooms within a departmental space. Size and configuration determined by size of the table(s) and at the discretion of the designer.
4. Can be shared for high capacity copiers. Consideration given to sensitivity of materials to be copied, printed or faxed in determining locations and accessibility of users.
5. File Room need should be evaluated on a case-by-case basis by the designer depending on size of file storage required and level of security. Mobile File Storage Systems shall be similarly evaluated but in addition a floor structural analysis shall be done by FMD.
6. Staff Restrooms may be required and should be evaluated on Departmental need.
7. Employee shower/change areas are to be provided. In certain cases it may not be practical to retrofit showers/change areas in some facilities. This will be determined on a case-by-case basis by the Director. The number of shower/change areas should be evaluated by the designer as appropriate to serve an entire building or, in the case of very large buildings, may be provided for portions of a building. Lockers and benches should be provided.
8. Mail Distribution spaces will be dependent upon whether there is a need for this function to serve an entire building, a floor within a building or a single office suite.
9. In larger offices or within a building there may be a need for multiple printer/fax areas. These would typically be located within a space rather than being housed in dedicated rooms. These spaces should be identified and planned to avoid traffic obstruction.

General Office Space Standards  
Travis County, Texas

**7. Service Areas**

The configuration and size of most Service Areas are determined by code. The following data/communication spaces have County requirements in addition to code requirements. Main Distribution Facilities (MDF) (10'x10'=100sf for preliminary planning) and Intermediate Distribution Facilities (IDF) (8'x10'=80sf for preliminary planning) will be sized, configured and outfitted according to specifications developed in cooperation with the Information and Telecommunications Services Department (ITS). Prior to programming and design, the specifications for MDF, IDF and other data/communications infrastructure shall be reviewed with ITS to achieve the best integration of technology with other requirements of the facility.

**8. Workspace Determination**

Information in the following sections will be used to generate net square footage for private offices and open office environments. The guidelines below shall be followed for each employee in programming an appropriate workspace. Department Heads, or designated representatives will collaborate with FMD to ensure appropriate assignments are made.

The chart shows the space authorized under these standards. A decision tree diagram on the following page will help in determining to what type of space an individual should be assigned. These decisions should be made with the participation of the appropriate Elected Official, Department Head and the Director or assigned representatives.

#	Description	Office					Cubicle			Locker Space	
		Up to 240 S.F.	Up to 216 S.F.	Up to 180 S.F.	Up to 120 S.F.	Up to 100 S.F.	50 SF Restr. m.	102 S.F.	64 S.F.		26 S.F. Carrel
SA-1	Elected Official	X					X				
SA-1	Executive Appointed Official	X									
SA-2	Department Director		X								
SA-3	Division Manager or Director			X							
SA-4	Manager				X						
SA-5	Professional Staff				X			X			
SA-6	Senior Staff/Supervisor					X		X			
SA-7	Admin/Clerical/Staff					X*			X		
SA-8	more than 50% Office Tech/Trade								X		
SA-9	less than 50% Office Tech/Trade									X	X
SA-10	Field or Non-office Personnel										X

\* This assignment must be justified on the basis of a specific requirement concerning privacy or security. The assignment shall be verified by the Department Head and will require the approval of the Facilities Management Department Director.

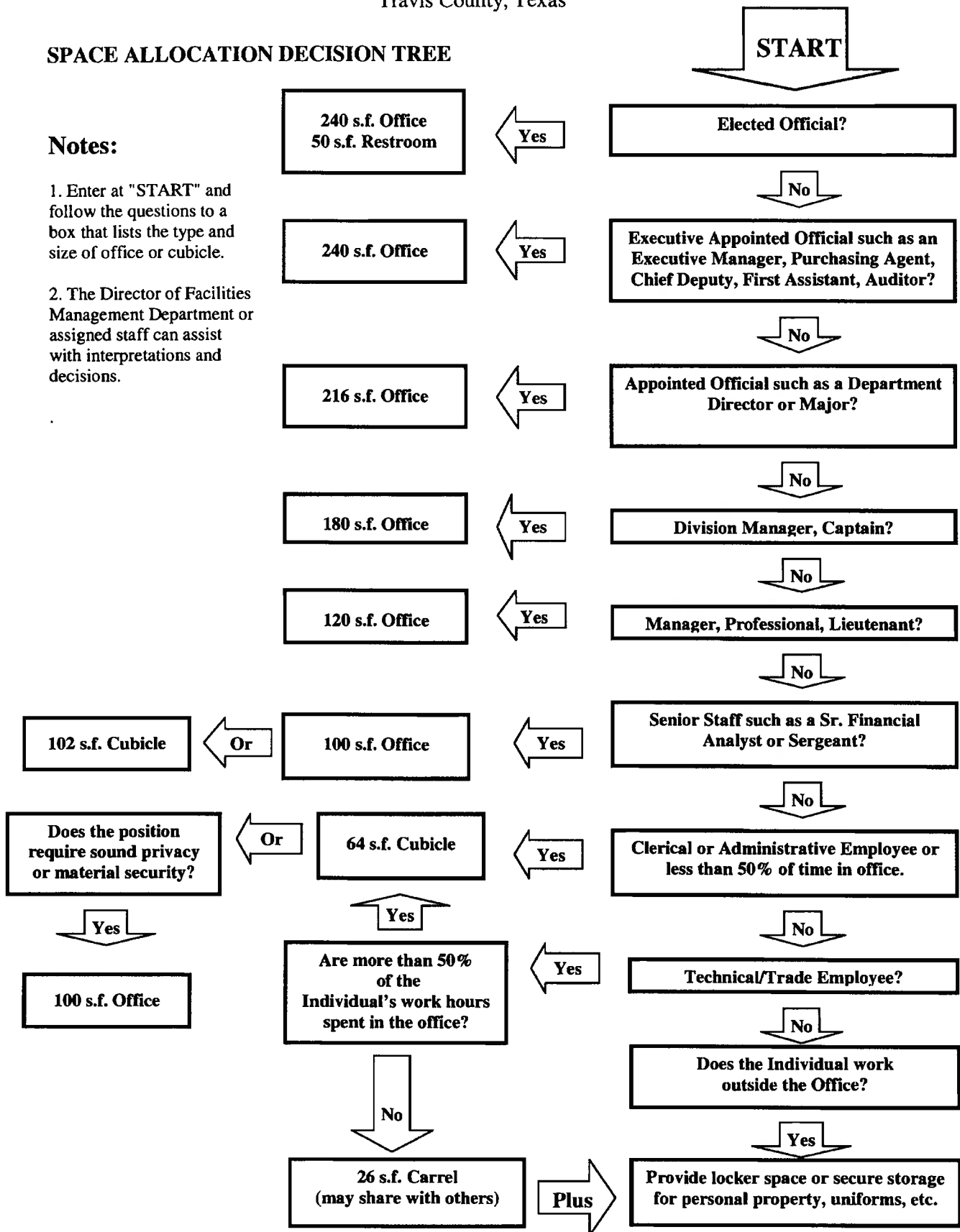
General Office Space Standards  
Travis County, Texas

**SPACE ALLOCATION DECISION TREE**

**Notes:**

1. Enter at "START" and follow the questions to a box that lists the type and size of office or cubicle.

2. The Director of Facilities Management Department or assigned staff can assist with interpretations and decisions.



General Office Space Standards  
Travis County, Texas

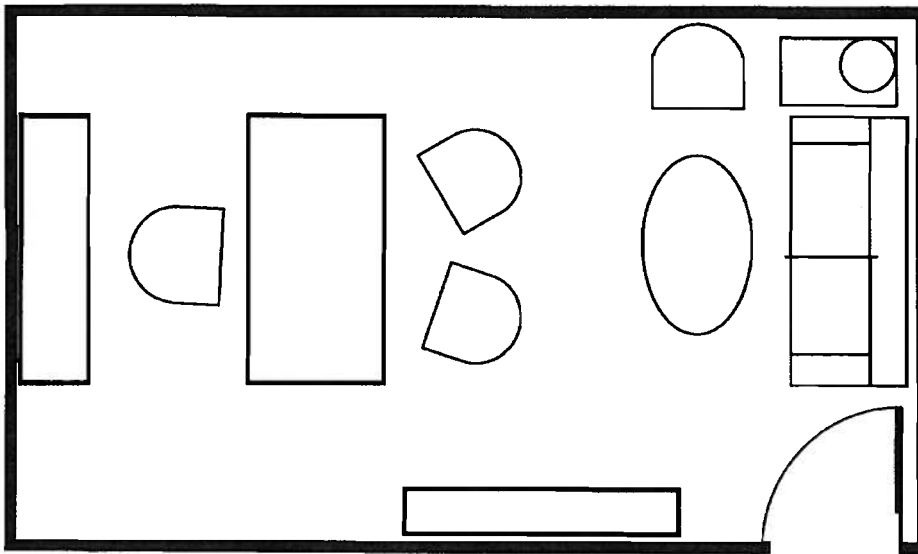
**9. Offices**

The determination of whether an office or cubicle will be assigned is based on an individual's job description and position within the organization. Factors such as confidentiality or security requirements, number of employees supervised and special equipment requirements will be evaluated.

Offices should be placed near the interior core space. This increases the penetration of natural light into the building and allows for more efficient interior environmental control. When it is impractical to locate offices near the interior core, door sidelites and borrowed lights should be considered to bring daylight into the interior spaces. Translucent glazing such as frosted or patterned glass can be used if there is a visual privacy need or in lieu of installing blinds that will negate the benefit of the borrowed lites.

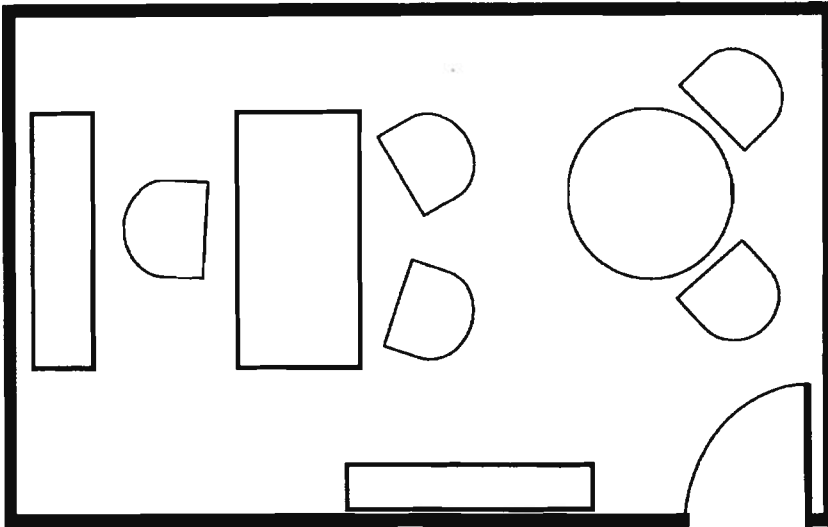
Offices located in the interior of the building space should be provided with a door/sidelight assembly or a borrowed light (interior window) in at least one wall at a height above the finished floor that allows visual privacy while transmitting light from the outside.

**10. Office Schematic Diagrams:** These diagrams are not intended to limit dimensional choices or design flexibility but are rather a guide to visualizing space.



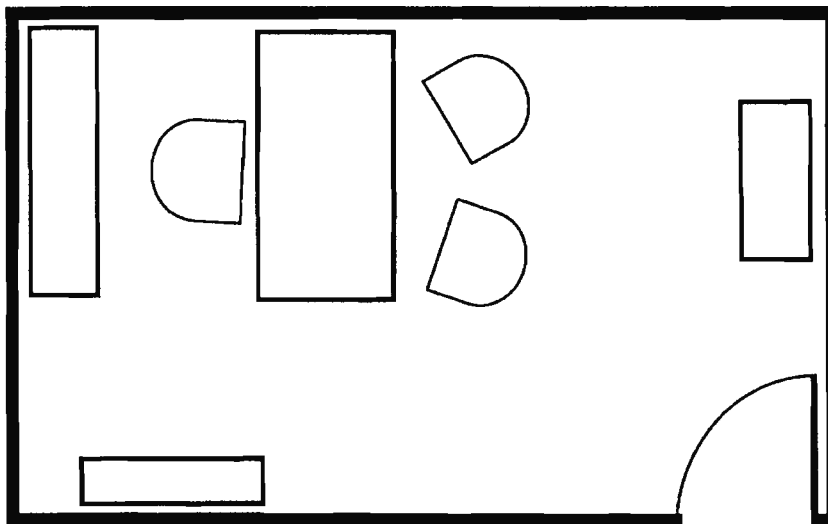
**SA-1 Elected Official and Executive Appointed Official Office**  
12' x 20' = 240 s.f. (shown) or 11' x 21.5' or 10' x 24'

General Office Space Standards  
Travis County, Texas



**SA-2 Appointed Official Office**

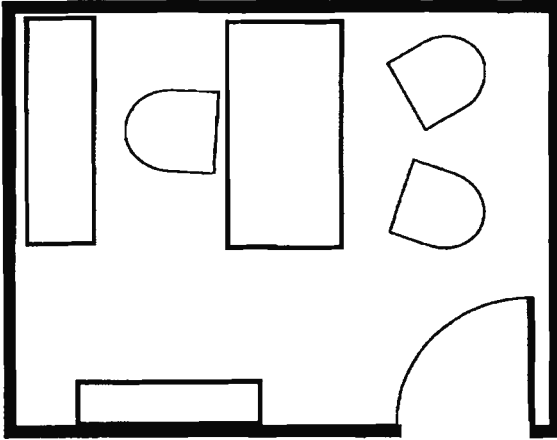
12' x 18' = 216 s.f. (shown) or 11' x 19.5' or 10' x 21.5'



**SA-3 Division Manager Office**

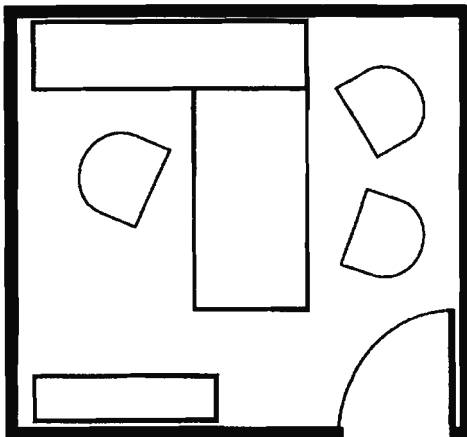
10' x 18' = 180 s.f. (shown) or 11' x 16.5' or 12' x 15'

General Office Space Standards  
Travis County, Texas



**SA-4 Manager or Professional Office**

10' x 12' = 120 s.f. (shown) or 9' x 13.5' or 11' x 11'



**SA-5 Senior Staff Office**

10' x 10' = 100 s.f. (shown) or 9' x 11'

**11. Open Office Environments**

Systems furniture should be used to the greatest practical extent. Areas of open office created by cubicles should be enhanced with storage units, file cabinet areas, spaces for visitor seating and flexible conference spaces. Consideration should be given to including spaces for plants and artwork.

Benefits of open office environments:

- The same number of employees can be accommodated in approximately 20% less floor space than with offices because of cubicle internal space efficiency, decreased corridor area and less area taken up by wall thickness.

General Office Space Standards  
Travis County, Texas

- Faster and less disruptive remodeling for adding or reconfiguring office space.

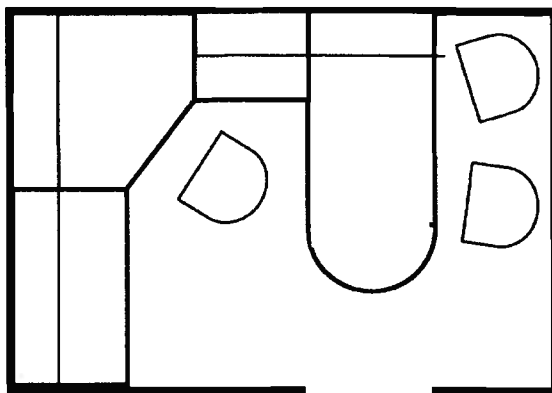
“Landscaping elements” such as storage cabinets, closet cabinets and tall lateral file groups should be used to break panel runs of more than 10 cubicles or when necessary to mask the use of power poles. Such elements should be coordinated with the standard finishes for the panels and work surfaces used in a particular installation. Printer and fax stations with overhead storage or library shelving for common office reference material may also be incorporated to break long panel runs. Elements that increase the functionality of the design as well as the aesthetic appeal of the installation should be considered.

Private meeting areas will be provided for staff housed in cubicles, particularly when the daily activities of the staff involve a number of contacts with other staff or visitors. These meeting rooms will provide a place for conferences of 4 to 6 persons and for use in evaluating and counseling staff. Such rooms are not to be assigned to an individual but are to be used to meet the privacy needs for all staff housed in cubicles as the need arises. These meeting areas should be equipped with the standard telecommunications cabling to support computers and telephones.

## 12. Systems Furniture

Any purchase, remodel, or moving of systems furniture components shall be coordinated through FMD. Warehouse inventory of surplus and used systems furniture will be maintained by the Purchasing Office and used when practical.

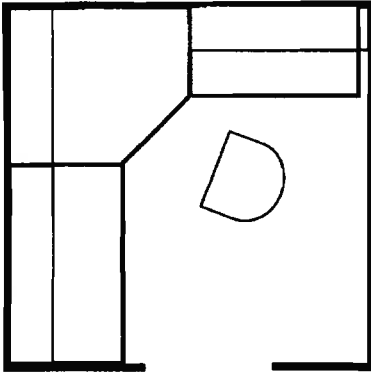
**13. Cubicle Schematic Diagrams:** These diagrams are not intended to limit dimensional choices or design flexibility but are rather a guide for establishing square footage limits and for visualizing space.



**SA-6 (up to 102 SF. – Cubicle)**  
8.5' x 12' (shown) with other configurations possible

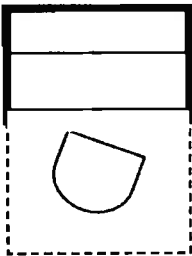


General Office Space Standards  
Travis County, Texas



**SA-7 and 8** (up to 64 SF. – Cubicle)

8' x 8' (shown) also 7' x 9' and other configurations possible



**SA-9** (up to 26 SF. – Carrel)

2.5' x 4' work surface with 16 s.f. of floor space

#### **14. Courts and Special Function Spaces**

Planning, programming and design of courts and special function spaces shall rely on the judgment and experience of design professionals working with County Offices and Departments to determine proper size, configuration and characteristics of these spaces. For courts and related spaces the design guidelines recommended by the National Center for State Courts shall be referenced. Much of this information is published in the book, “The Courthouse – A Planning and Design Guide for Court Facilities.”

#### **15. Site and Exterior Building Elements**

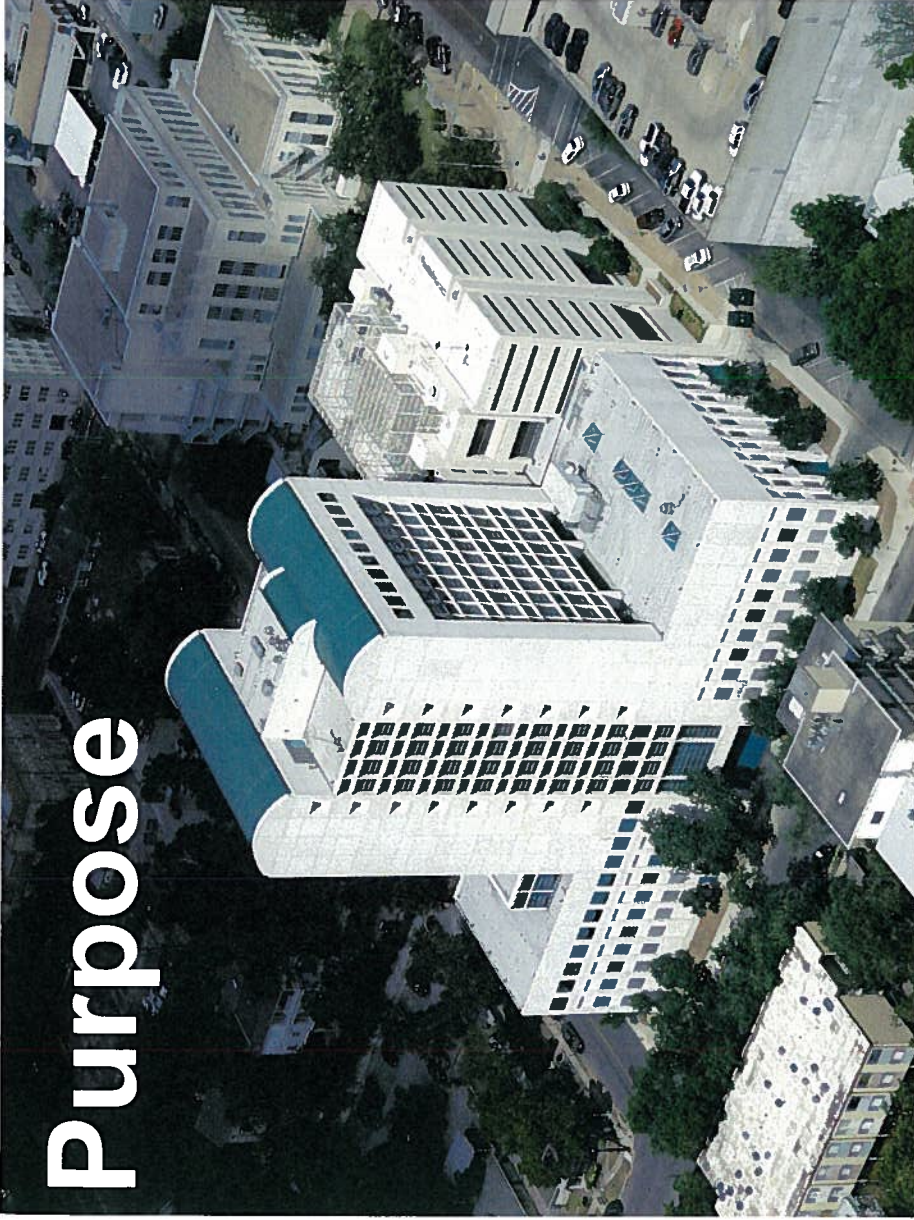
- A. Parking for employees, visitors and County-owned vehicles will be planned for new facilities. Parking for employees will be provided according to the County parking policy. Where there is a difference between Regulatory Agency required parking and accommodation of public and visitors, the larger number of spaces will govern. Compact parking spaces are not to be used unless specifically approved by the Director.
- B. Bicycle Racks shall be provided in accordance with City of Austin regulations and by evaluating the need of each facility beyond the required minimum.
- C. Designated Smoking Areas should be provided and outfitted with snuffers, trash receptacles, signage and seating if space allows.



# SPACE STANDARDS

REQUIREMENTS FOR PLANNING, PROGRAMMING, DESIGN,  
CONSTRUCTION AND REMODELING OF  
GENERAL OFFICE SPACE IN TRAVIS COUNTY FACILITIES





# Purpose

- Establish Rules for Assignment and Size of General Office Spaces.
- Space Standards to be used as a tool for planning and in conjunction with Building Standards.

# Policy

- **Commissioners Court is sole authority for allocation of County building space.**
- **Director or Facilities Management Department is tasked by Commissioners Court with interpretation and application.**

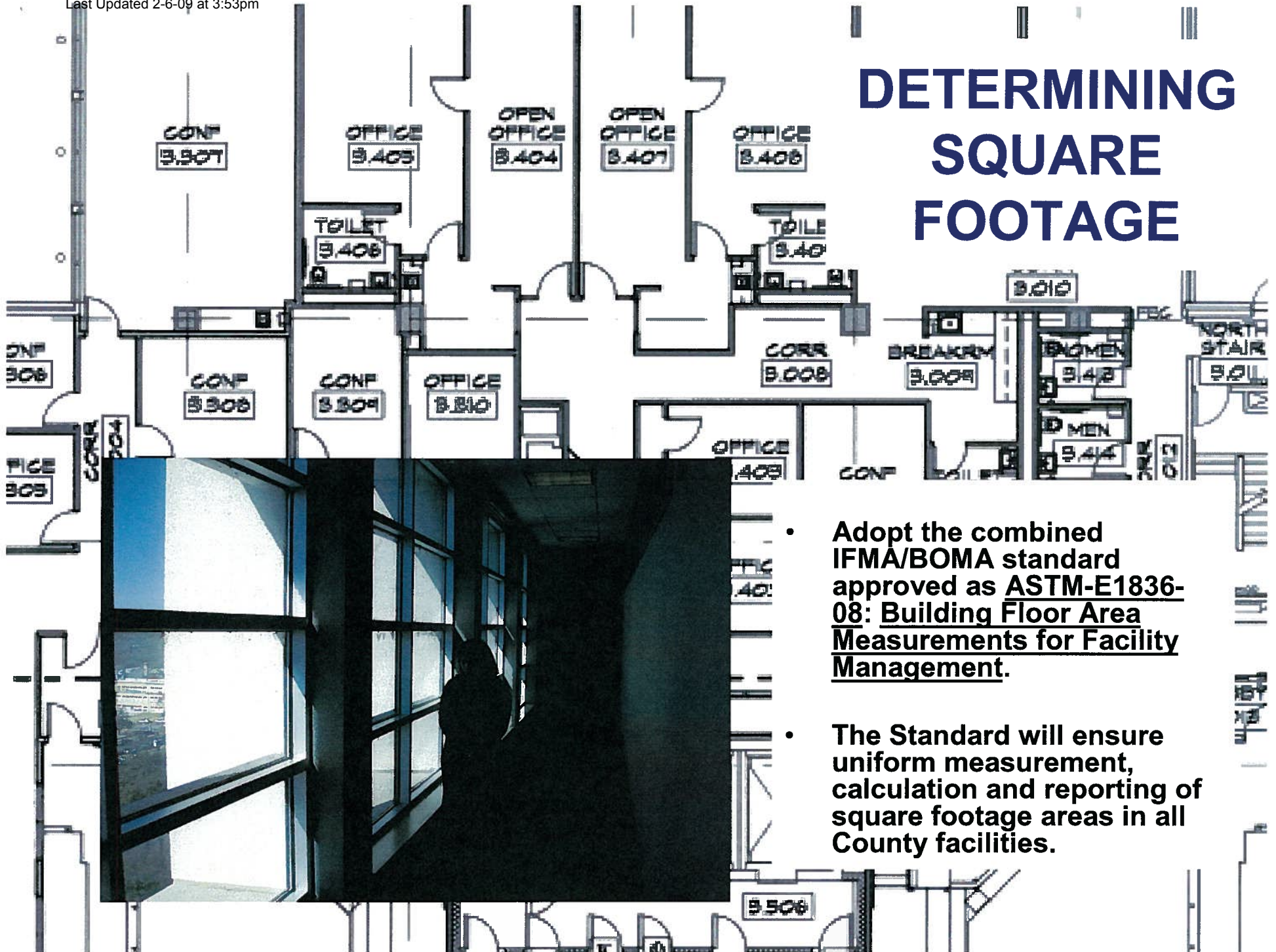


# Why focus on General Office Space?

- All County buildings contain General Office Spaces.
- General Office Spaces are used by the majority of County Staff.
- Allocation of other types of space such as Courtrooms, Correctional Facilities, Warehouses, Forensic Centers, etc. are more driven by technical and functional requirements that must be defined by Design Professionals and County Staff and approved by Commissioners Court.



# DETERMINING SQUARE FOOTAGE



- Adopt the combined IFMA/BOMA standard approved as ASTM-E1836-08: Building Floor Area Measurements for Facility Management.
- The Standard will ensure uniform measurement, calculation and reporting of square footage areas in all County facilities.



THE AMERICAN INSTITUTE OF ARCHITECTS



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*AIA Document D101*

## THE ARCHITECTURAL AREA AND VOLUME OF BUILDINGS

*Establishing Definitions for the Architectural  
Area and Architectural Volume of Buildings*



**A Unified Approach for Measuring Office Space**  
For Use in Facility and Property Management

# Standard Building Measurement Methodology

# Methodology for Assigning Work Space



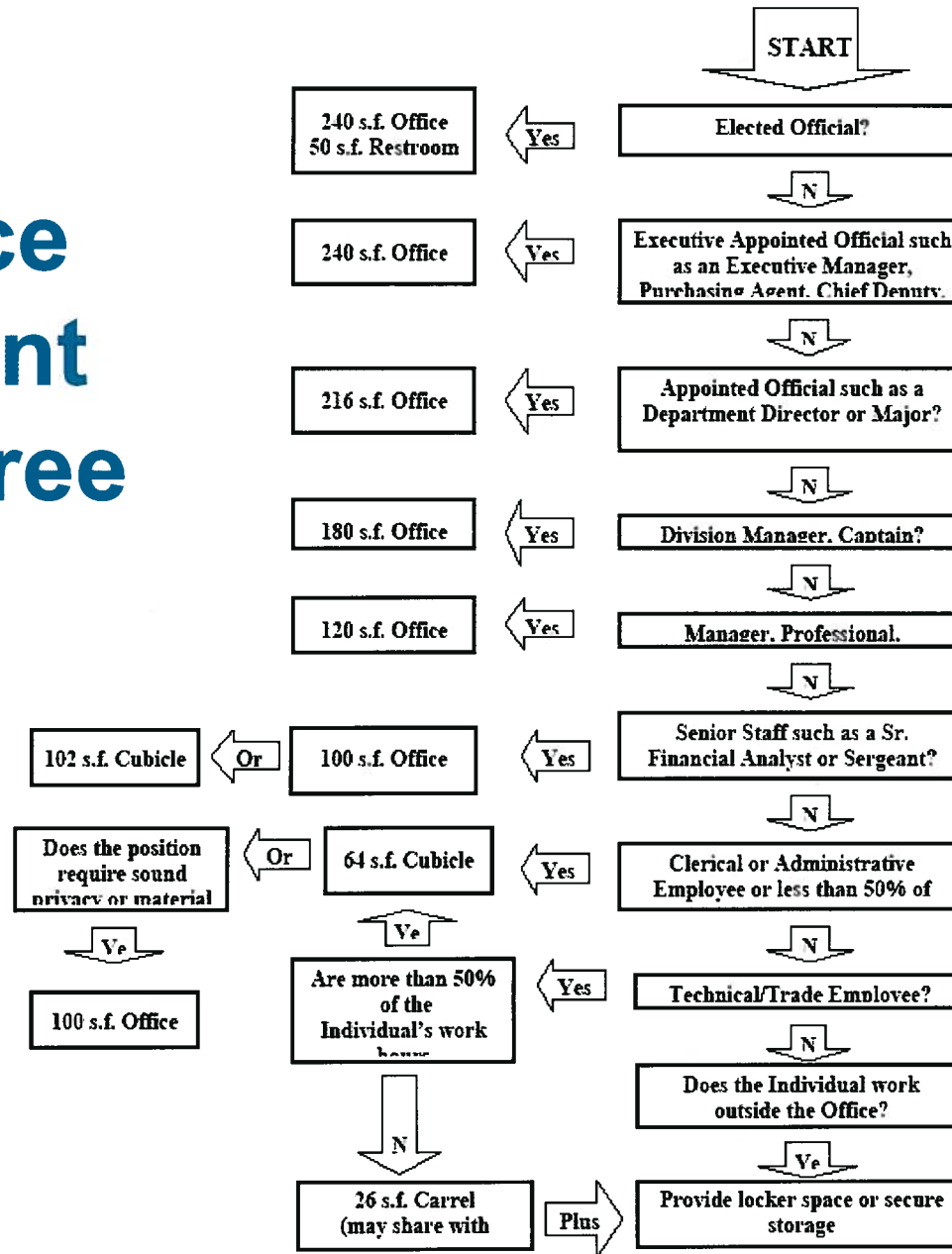


# Workspace Assignment Chart

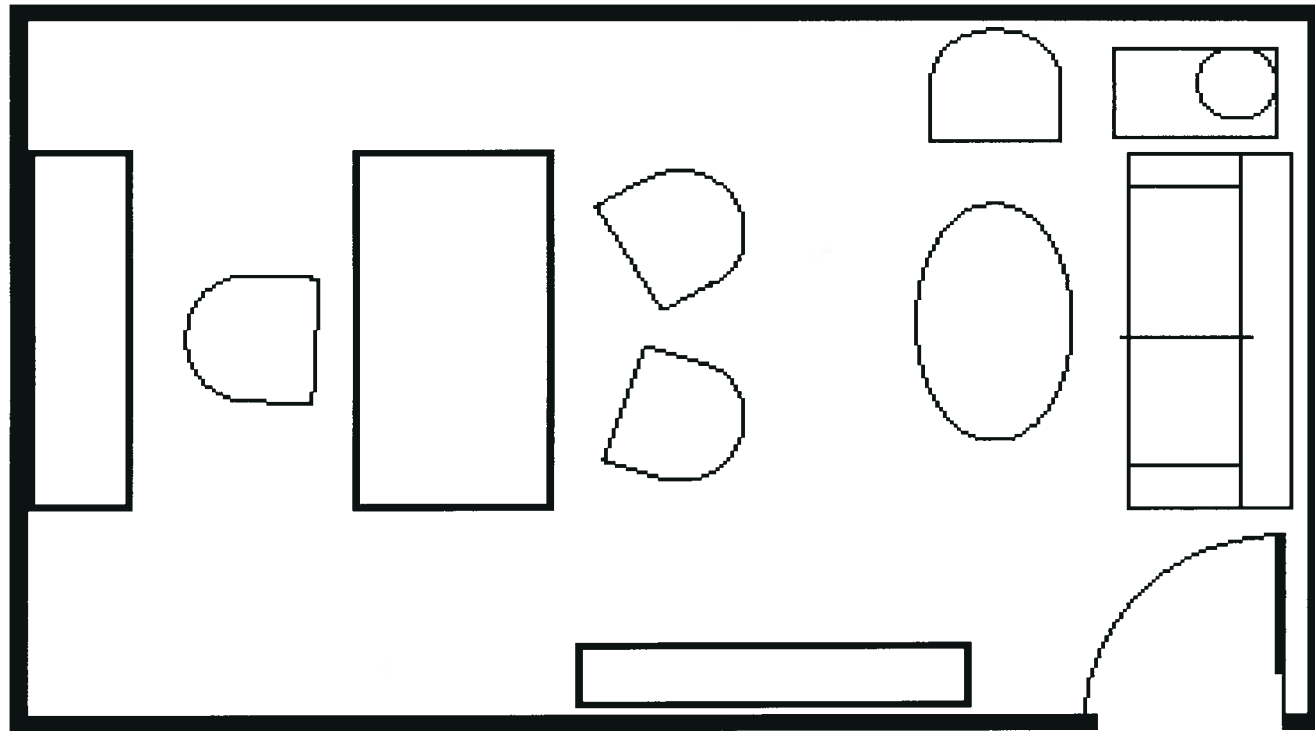
#	Description	Office					Cubicle			Locker Space	
		Up to 240 S.F.	Up to 216 S.F.	Up to 180 S.F.	Up to 120 S.F.	Up to 100 S.F.	50 SF Restrnm.	102 S.F.	64 S.F.		26 S.F. Carrel
SA-1	Elected Official	X					X				
SA-1	Executive Appointed Official	X									
SA-2	Department Director		X								
SA-3	Division Manager or Director			X							
SA-4	Manager				X						
SA-5	Professional Staff				X			X			
SA-6	Senior Staff/Supervisor					X		X			
SA-7	Admin/Clerical/Staff					X*			X		
SA-8	more than 50% Office Tech/Trade								X		
SA-9	less than 50% Office Tech/Trade									X	X
SA-10	Field or Non-office Personnel										X

\* This assignment must be justified on the basis of a specific requirement concerning privacy or security. The assignment shall be verified by the Department Head and will require the approval of the Facilities Management Department Director.

# Workspace Assignment Decision Tree

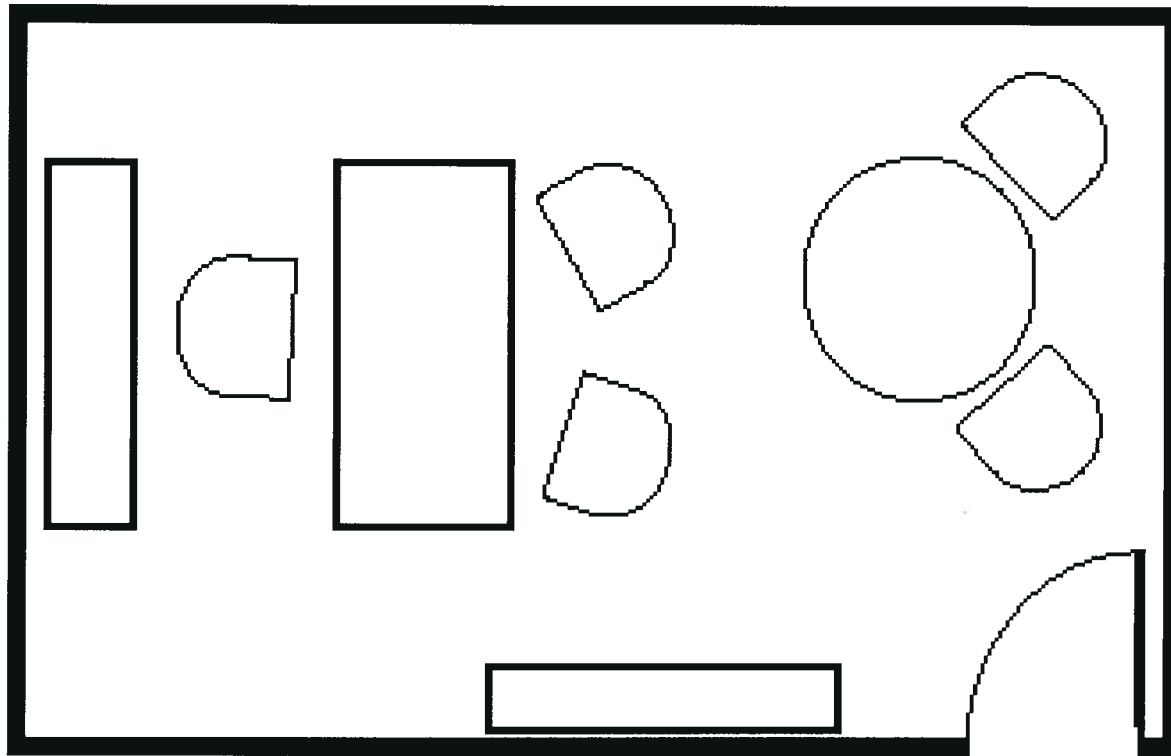


# Standard Office SA-1



SA-1 Elected Official and Executive Appointed Official Office  
12' x 20' = 240 s.f. (shown) or 11' x 21.5' or 10' x 24'

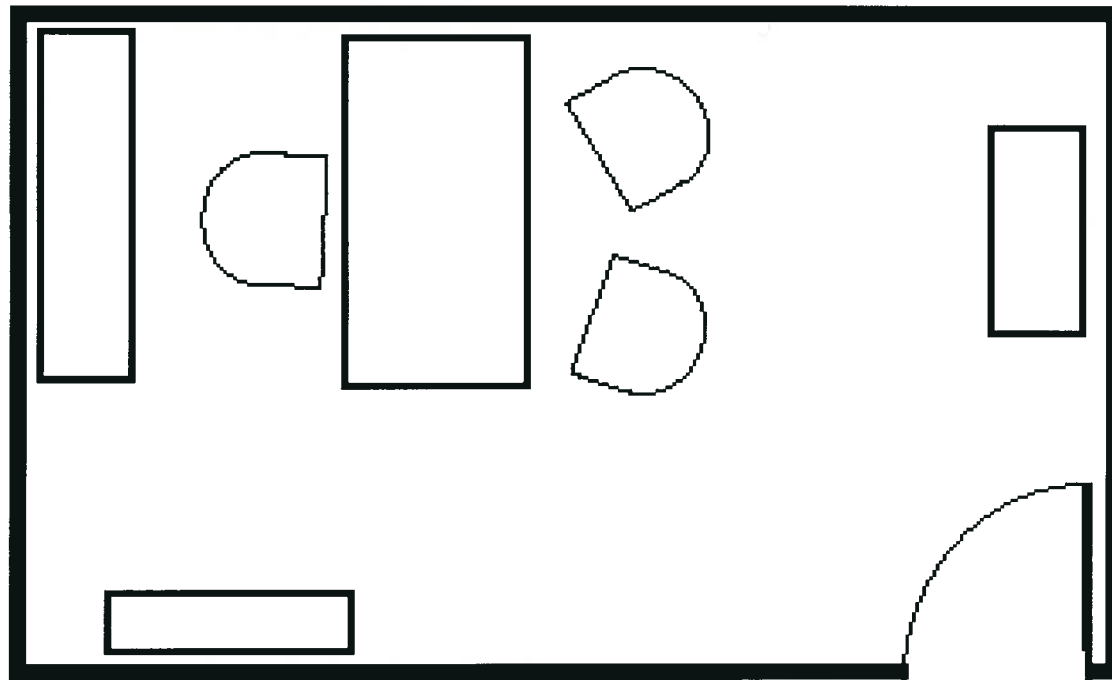
# Standard Office SA-2



SA-2 Appointed Official Office

12' x 18' = 216 s.f. (shown) or 11' x 19.5' or 10' x 21.5'

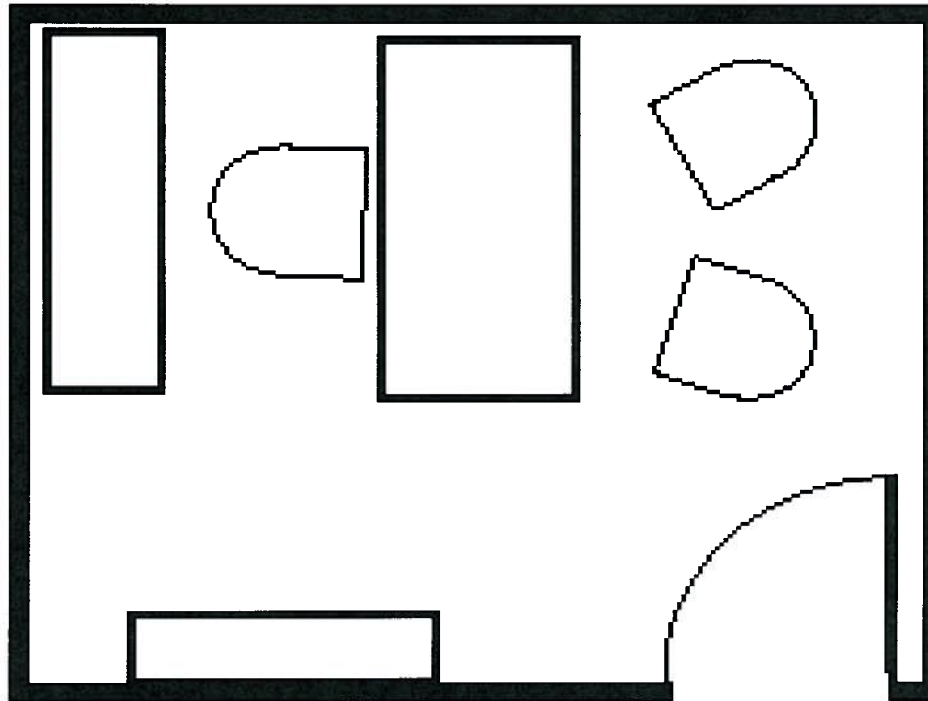
# Standard Office SA-3



SA-3 Division Manager Office

10' x 18' = 180 s.f. (shown) or 11' x 16.5' or 12' x 15'

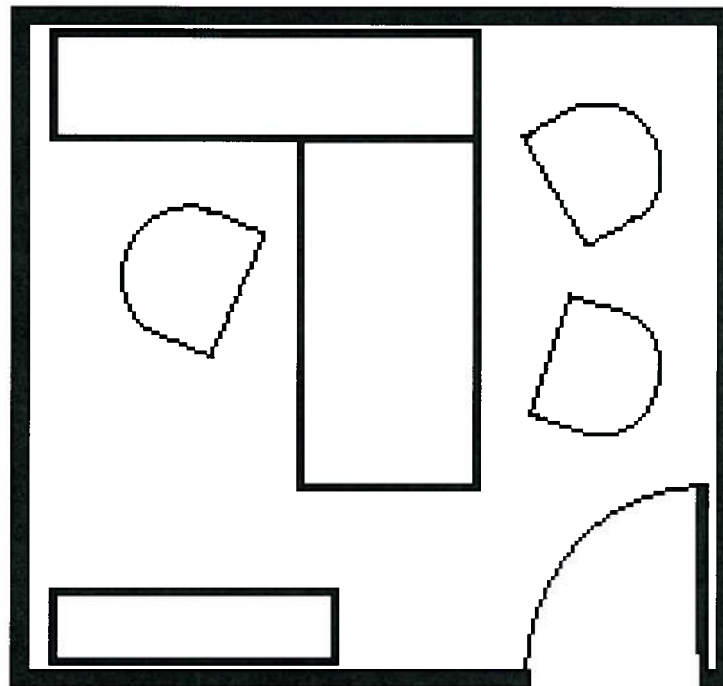
# Standard Office SA-4



SA-4 Manager or Professional Office

10' x 12' = 120 s.f. (shown) or 9' x 13.5' or 11' x 11'

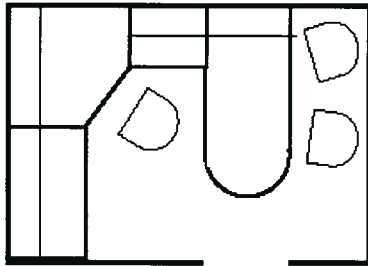
# Standard Office SA-5



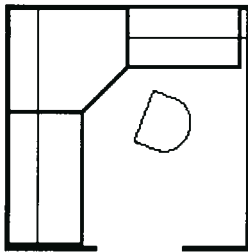
SA-5 Senior Staff Office

10' x 10' = 100 s.f. (shown) or 9' x 11'

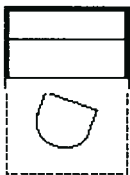
# Standard Systems Furniture



SA-6 (up to 102 SF. – Cubicle)  
8.5' x 12' (shown) with other configurations possible



SA-7 and 8 (up to 64 SF. – Cubicle)  
8' x 8' (shown) also 7' x 9' and other configurations possible

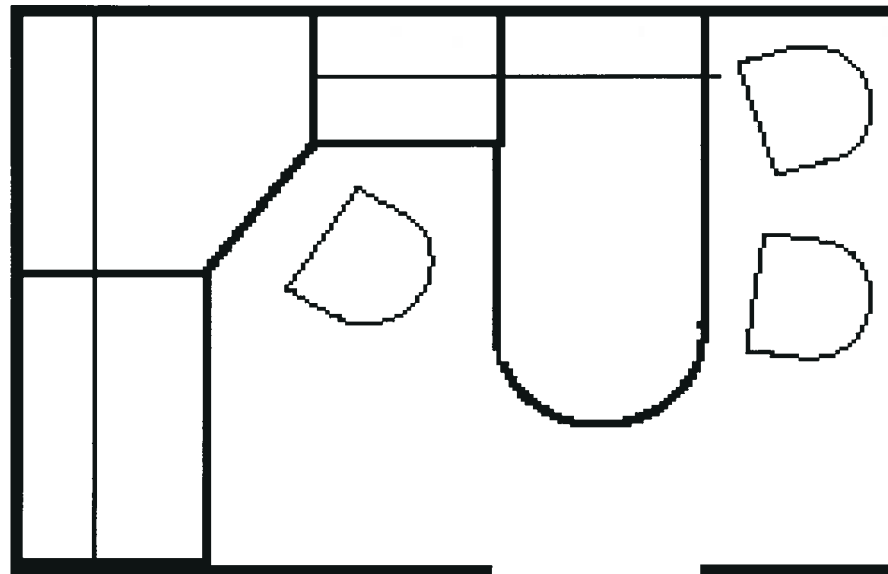


SA-9 (up to 26 SF. – Carrel)  
2.5' x 4' work surface with 16 s.f. of floor space

- Layout and components are conceptual in these diagrams and are to be used as a guide.
- Panel partitions are shared when cubicles are grouped together.
- Wall hung components without partitions can be used when abutting a wall.



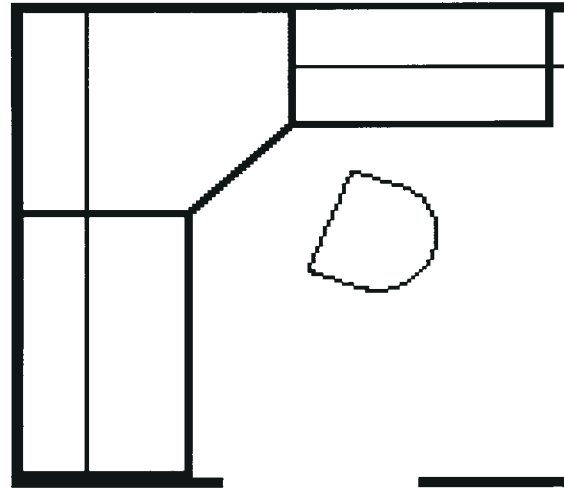
# Standard Cubicle SA-6



SA-6 (up to 102 SF. – Cubicle)

8.5' x 12' (shown) with other configurations possible

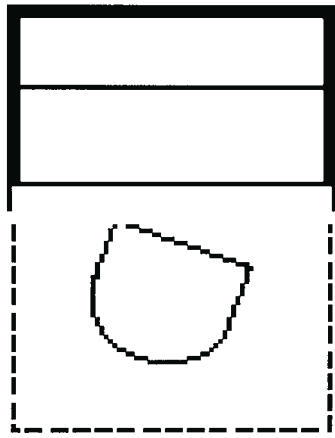
# Standard Cubicle SA-7 and SA-8



SA-7 and 8 (up to 64 SF. – Cubicle)

8' x 8' (shown) also 7' x 9' and other configurations possible

# Standard Cubicle (carrel) SA-9



Locker for  
Personal  
Storage

SA-9 (up to 26 SF. – Carrel)

2.5' x 4' work surface with 16 s.f. of floor space

# Courts and Specialized Facilities



- Determination of characteristics, size and configuration of Courtrooms, Correctional Facilities, Warehouses, Forensic Centers, etc. should be made by design professionals and presented by FMD for Commissioners Court approval.
- The General Office spaces within these Specialized Facilities will comply with Space Standards.

# Site and Exterior Building Elements

- Parking
- Bicycle Parking
- Smoking Areas





TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

15

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

*Cyd V. Grimes 1/30/09*

Voting Session: Tuesday, FEBRUARY 10, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 3, AN ASSIGNMENT OF CONTRACT NO. 06T00243DR FROM SPARKLING CARWASH, INC. TO SQUEEKY CLEAN CARWASH. (TNR)

Points of Contact:

Purchasing: Donald Rollack, 854-9700

Department: Christina Jensen, 854-9383; Joseph Gieselman, Executive Manager , TNR, 854-9383

County Attorney (when applicable): John Hille, 854-9415

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract provides full service carwash services for Travis County vehicles.

Modification No. 3 will assign Contract 06T00243DR from Sparkling Carwash, Inc. to Squeeky Clean Carwash.

Modification No. 2, approved by the Purchasing Agent on May 7, 2008, extended the contract from August 5, 2006 to August 4, 2009.

Modification No. 1, approved by the Purchasing Agent on May 30, 2007, extended the contract from August 5, 2006 to August 4, 2008.

➤ Contract Expenditures: Within the last 5 months \$5,908.41 has been spent against this contract.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirements

Modification Type: Assignment of Contract

Modification Period:

➤ **Funding Information:**

Purchase Requisition in HTE

Funding Account(s) 001-4952-621-5003

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Fund Forms: Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

## SPARKLING CARWASH

7901 BeeCaves Rd  
Suite 16  
Austin ,Texas 78746  
USA

---

Phone 512- 732-0881  
Fax 512- 732-0882

December 26, 2008

Travis County  
Purchasing  
Attn: Donald Rollack  
Austin , Texas

Dear Donald ,

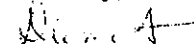
The carwash located on 2009 WELLSBRANCH will be sold . The new owner name is Squeeky

Clean Carwash , Elliot Silverstone , the Federal Tax id number is 26 380 1177

They will take over the business Starting Januray 1st , 2009.

Let me know if you need any further information .

Sincerely,

  
Diana Abdi



TRAVIS COUNTY

Account Balance Inquiry

Account number . . . : 1-4952-621.50-03  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 52 FLEET SERVICES  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
Object . . . . . : 03 REPAIRS - AUTOS & TRUCKS

Original budget . . . . . :	203,506	
Revised budget . . . . . :	217,772	11/21/2008
Actual expenditures - current . . . :	16,277.04	
Actual expenditures - ytd . . . . :	49,041.26	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	39,487.16	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	6,821.64	
Total expenditures & encumbrances:	111,627.10	51.3%
Unencumbered balance . . . . . :	106,144.90	48.7

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

**MODIFICATION OF CONTRACT NUMBER: 06T00243DR Car Wash Services PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Donald Rollack TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>January 9, 2009</b>
---	--	--

ISSUED TO: Sparkling Carwash, Inc. Attn: Diana Abdi 7901 Bee Caves Rd, Ste 16 Austin, Texas 78746	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: <b>May 23, 2006</b>
--	---------------------	--

ORIGINAL CONTRACT TERM DATES: August 5, 2006 through August 4, 2007  
CURRENT CONTRACT TERM DATES: August 5, 2008 through August 4, 2009

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$ \_\_\_\_\_ Current Modified Amount \$ \_\_\_\_\_

**DESCRIPTION OF CHANGES:**  
Effective January 1, 2009, the Contractor's name on Contract No. 06T00243DR is changed as follows:

From: Sparkling Carwash, Inc 7901 Bee Caves Rd, Ste 16 Austin, Texas 78746	To: Squeeky Clean Carwash 5908 Bonnell Dr, No.2 Austin, Texas 78731
Tax ID No. 202214178	Tax ID No. 263801177

\_\_\_\_\_  
*Diana Abdi*

\_\_\_\_\_  
*[Signature]*

**Note to Vendor:**  
[ X ] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Sparkling Carwash</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>DIANA A-BDI</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>01-13-09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>1/30/09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Sparkling Carwash, Inc., a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Squeeky Clean Carwash, a company duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Sparkling Carwash, Inc. entered into a written Contract for the provision of Car Wash Services (Contract No. 06T00243DR) on May 23, 2006, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as January 1, 2009 (the "Effective Date of Assignment").
2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
6. All references in this Assignment to the Contract encompass the original Contract No. 06T00243DR..

[Assignor]

[Assignee]

By: Sparkling Carwash Inc.

By: Squeeky Clean Carwash

Printed Name: DIANA Abd.

Printed Name: ELIOT SILVERSTONE

Title & Date: President, 01-13-09

Title & Date: President 1-13-09

Attest: [Signature]

Attest: Luke Roman

Date: 1/13/09

Date: 1-15-09

By its signature below, Travis County signifies its consent to and approval of this Assignment from Sparkling Carwash, Inc. to Squeeky Clean Carwash

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe
Travis County Judge

Date:



**TRAVIS COUNTY PURCHASING OFFICE**  
*Cyd V. Grimes, C.P.M., Purchasing Agent*

16

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

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

*Cyd V. Grimes 2/2/09*

**Voting Session: Tuesday, February 10, 2009**

**REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR EROSION CONTROLS MATERIALS, IFB B0090078-NB, TO THE FOLLOWING LOW BIDDERS:**

- (A) BAMERT SEED CO., FOR LINE ITEM 1-01
- (B) JUSTIN SEED, FOR LINE ITEMS 1-02, 1-04, 1-06
- (C) LESCO, INC. FOR LINE ITEMS 1-05
- (D) AFS ENVIRONMENTAL, INC., FOR LINE ITEMS 1-07, 1-08
- (C) HANES GEO COMPONENTS, FOR LINE ITEMS 1-03, 2-01 to 2-11 (TNR)

***Points of Contact:***

**Purchasing:** Nancy Barchus, (512) 854-9764

**Department:** TNR, Joe Giesleman, Executive Manager, (512) 854-9383, Christina Jensen (512) 854-7670

**County Attorney (when applicable):** John Hille

**Other:** Susan Spataro, Jose Palacios

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval to the lowest bidders by line item. Bid Comments, Special Provisions, Item # 4, Method of Award allows for the award of contracts by line item. This procurement action met the compliance requirements as outlined by the statutes and will provide substantial savings to the county.

TNR recommends award of six contracts to the low bidders for each line item. These contracts will provide for the contractors to supply and deliver erosion control materials throughout the county.

On December 15, 2008, IFB # B090078-NB was issued through Bidsync. Five (5) bids were received on January 5, 2009. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award a contract to the qualified

low bidders, Bamert Seed Company, Justin Seed, LESCO, Inc., AFS Environmental, Inc. and Hanes Geo Components.

➤ **Contract Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual

Contract Period: February 11, 2009 through February 10, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 586

Responses Received: 14

HUB Information: NA

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.

Funding Account(s): 099-4941-621-3043 and 099-4941-621-3099

Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

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

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

IFB.....Last Updated 2-6-09 at 3:38 PM 000078-NB

COMMODITY.....EROSION CONTROL MATERIALS, SEED AND SOD  
 USING DEPT.....TNR  
 IFB SOLICITED.....  
 IFB RECEIVED.....  
 HUBS SOLICITED.....  
 HUBS RECEIVED.....  
 BIDS EXPIRE.....

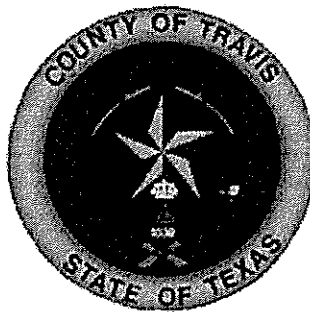
**MBE/WBE BIDDER:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_  
 1 BAMERT SEED COMPANY  
 2 JUSTIN SEED  
 3 LESCO, INC.  
 4 HANES GEO COMPONENTS  
 5 AFS ENVIRONMENTAL, INC.

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ITEM NO.	DESCRIPTION	QTY	UNIT	BAMERT SEED COMPANY		JUSTIN SEED		LESCO, INC.		HANES GEO COMPONENTS		AFS ENVIRONMENTAL, INC.	
				BIDDER #1 UNIT PRICE	EXTENSION	BIDDER #2 UNIT PRICE	EXTENSION	BIDDER #3 UNIT PRICE	EXTENSION	BIDDER #2 UNIT PRICE	EXTENSION	BIDDER #3 UNIT PRICE	EXTENSION
1-01	WARM SEASON NATIVE MIX, NATIVE SEED	10	BAG	\$443.70	\$4,437.00	\$489.00	\$4,890.00	\$560.00	\$5,600.00	\$711.40	\$7,114.00	\$945.00	\$9,450.00
1-02	WILDFLOWER MIX, NATIVE SEED	4	BAG	\$0.00	\$0.00	\$163.63	\$654.52	\$0.00	\$0.00	\$236.00	\$944.00	\$315.00	\$1,260.00
1-03	TEMPORARY WARM SEASON MIX, NON-NATIVE SEED	5	BAG	\$0.00	\$0.00	\$31.00	\$155.00	\$0.65	\$3.25	\$21.00	\$105.00	\$30.00	\$150.00
1-04	TEMPORARY COOL SEASON MIX, NON-NATIVE SEED	30	BAG	\$0.00	\$0.00	\$29.00	\$870.00	\$0.00	\$0.00	\$390.80	\$11,724.00	\$521.00	\$15,630.00
1-05	ANNUAL RYE GRASS, NON-NATIVE SEED	30	BAG	\$0.00	\$0.00	\$28.49	\$854.70	\$24.00	\$720.00	\$28.00	\$840.00	\$38.00	\$1,140.00
1-06	BERMUDA SEED (HULLED)-CYNODON DACTYLON, NON-NATIVE SEED	20	BAG	\$0.00	\$0.00	\$158.89	\$3,177.80	\$162.50	\$3,250.00	\$175.00	\$3,500.00	\$234.00	\$4,680.00
1-07	ST. AUGUSTINE SOD	250	SQ YD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.98	\$995.00
1-08	BERMUDA SOD	20	SQ YD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.95	\$79.00
2-01	VIRGIN WOOD FIBER MULCH, CELLULOSE FIBER MULCH	450	BAG	\$0.00	\$0.00	\$18.89	\$8,500.50	\$15.50	\$6,975.00	\$9.00	\$4,050.00	\$12.75	\$5,737.50
2-02	PAPER MULCH, CELLULOSE FIBER MULCH	50	BAG	\$0.00	\$0.00	\$16.24	\$812.00	\$11.60	\$580.00	\$7.75	\$387.50	\$10.55	\$527.50
2-03	FERTILIZER	50	BAG	\$0.00	\$0.00	\$23.38	\$1,169.00	\$0.00	\$0.00	\$21.00	\$1,050.00	\$27.55	\$1,377.50
2-04	SOIL RETENTION BLANKET	1200	SQ YD	\$0.00	\$0.00	\$0.86	\$1,032.00	\$0.00	\$0.00	\$0.45	\$540.00	\$0.69	\$828.00
2-05	SOIL RETENTION BLANKET	5000	SQ YD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.49	\$2,450.00	\$0.74	\$3,700.00
2-06	SILT FENCING	2500	LN FT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.05	\$2,625.00	\$1.35	\$3,375.00
2-07	INLET PROTECTION DIKE	2	EACH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$40.00	\$28.00	\$56.00
2-08	TRI-DIKE	50	LN FT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.60	\$180.00	\$5.25	\$262.50
2-09	GABION BASKETS	4	EACH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110.00	\$440.00	\$148.00	\$592.00
2-10	GABION MATTRESS	5	EACH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135.00	\$675.00	\$177.00	\$885.00
2-11	GABION MATTRESS	5000	SQ YD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00	\$875,000.00	\$233.00	\$1,165,000.00
<b>GRAND TOTAL</b>					\$4,437.00		\$22,115.52		\$17,128.25		\$911,664.50		\$1,215,725.00

**Bid Tabulation Packet  
for  
Solicitation B090078-NB**

**EROSION CONTROL MATERIALS, SEED AND SOD**



**Travis County**

**Bid #B090078-NB - EROSION CONTROL MATERIALS, SEED AND SOD**

Creation Date **Nov 24, 2008**

End Date **Jan 5, 2009 2:00:00 PM CST**

Start Date **Dec 15, 2008 10:59:04 AM CST**

Awarded Date **Not Yet Awarded**

<b>B090078-NB-1-01 SEED AND SOD: "Warm Season Native Mix" Native Seed</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Bamert Seed Company</u>	First Offer - \$443.75	10 / bag	\$4,437.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> \$443.75 per bag breaks down to 8.88 per pure live seed pound			
<u>Justin Seed</u>	First Offer - \$489.00	10 / bag	\$4,890.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> tragra <b>Vendor Notes:</b>			
<u>LESCO, INC.</u>	First Offer - \$560.00	10 / bag	\$5,600.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> Custom blend/50 lb bag \$11.20/lb			
<u>Hanes Geo Components</u>	<input checked="" type="checkbox"/> First Offer - \$711.40	10 / bag	\$7,114.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
<u>AFS Environmental, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$945.00	10 / bag	\$9,450.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-1-02 SEED AND SOD: "Wildflower Mix", Native Seed</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Bamert Seed Company</u>	First Offer - \$0.00	4 / bag	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No offer			
<u>LESCO, INC.</u>	First Offer - \$0.00	4 / bag	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
<u>Justin Seed</u>	First Offer - \$163.63	4 / bag	\$654.52		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> trawil <b>Vendor Notes:</b>			
<u>Hanes Geo Components</u>	<input checked="" type="checkbox"/> First Offer - \$236.00	4 / bag	\$944.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
<u>AFS Environmental, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$315.00	4 / bag	\$1,260.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-1-03 SEED AND SOD: "Temporary Warm Season Mix", Non-Native Seed</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Bamert Seed Company</u>	First Offer - \$0.00	5 / bag	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			



		No offer			
<u>LESCO, INC.</u>	<input type="checkbox"/>	First Offer - \$0.65	5 / bag	\$3.25	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
		Foxtail Millet \$.65/lb; packaged as needed			
<u>Hanes Geo Components</u>	<input checked="" type="checkbox"/>	First Offer - \$21.00	5 / bag	\$105.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
<u>AFS Environmental, Inc.</u>	<input checked="" type="checkbox"/>	First Offer - \$30.00	5 / bag	\$150.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
<u>Justin Seed</u>	<input type="checkbox"/>	First Offer - \$31.00	5 / bag	\$155.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> milge09			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			

B090078-NB-1-04 SEED AND SOD: "Temporary Cool Season Mix", Non-Native Seed					
Vendor		Unit Price	Qty/Unit	Total Price	Attch. Docs
<u>Bamert Seed Company</u>	<input type="checkbox"/>	First Offer - \$0.00	30 / bag	\$0.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
		no Offer			
<u>LESCO, INC.</u>	<input type="checkbox"/>	First Offer - \$0.00	30 / bag	\$0.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
		No Bid			
<u>Justin Seed</u>	<input type="checkbox"/>	First Offer - \$29.00	30 / bag	\$870.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> tracom			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
<u>Hanes Geo Components</u>	<input checked="" type="checkbox"/>	First Offer - \$390.80	30 / bag	\$11,724.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
<u>AFS Environmental, Inc.</u>	<input checked="" type="checkbox"/>	First Offer - \$521.00	30 / bag	\$15,630.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			

B090078-NB-1-05 SEED AND SOD: "Annual Rye Grass", Non-Native Seed					
Vendor		Unit Price	Qty/Unit	Total Price	Attch. Docs
<u>Bamert Seed Company</u>	<input type="checkbox"/>	First Offer - \$0.00	30 / bag	\$0.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
		no offer			
<u>LESCO, INC.</u>	<input type="checkbox"/>	First Offer - \$24.00	30 / bag	\$720.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> 001416			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
		Annual Rye 50 lb bag \$.48/lb			
<u>Hanes Geo Components</u>	<input checked="" type="checkbox"/>	First Offer - \$28.00	30 / bag	\$840.00	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
<u>Justin Seed</u>	<input type="checkbox"/>	First Offer - \$28.49	30 / bag	\$854.70	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> ryeg09			

<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$38.00	30 / bag	\$1,140.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

B090078-NB-1-06 SEED AND SOD: "Bermuda Seed (Hulled)-Cynodon dactylon", Non Native Seed					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	<input checked="" type="checkbox"/> First Offer - \$158.89	20 / bag	\$3,177.80		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> berhf09 <b>Vendor Notes:</b>			
LESCO, INC.	<input type="checkbox"/> First Offer - \$162.50	20 / bag	\$3,250.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 008409 <b>Vendor Notes:</b> Hulled Bermudagrass 50 lb bag \$3.25/lb			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$175.00	20 / bag	\$3,500.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$234.00	20 / bag	\$4,680.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

B090078-NB-1-07 SEED AND SOD: "St. Augustine Sod"					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	<input checked="" type="checkbox"/> First Offer - \$0.00	250 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid			
LESCO, INC.	<input type="checkbox"/> First Offer - \$0.00	250 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$0.00	250 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$3.98	250 / square yard	\$995.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

B090078-NB-1-08 SEED AND SOD: "Bermuda Sod"					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	<input checked="" type="checkbox"/> First Offer - \$0.00	20 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid			
LESCO, INC.	<input type="checkbox"/> First Offer - \$0.00	20 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$0.00	20 / square yard	\$0.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			

<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$3.95	20 / square yard	\$79.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-2-01 EROSION CONTROL MATERIALS: "Virgin Wood Fiber Mulch", Cellulose Fiber Mulch</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$9.00	450 / bag	\$4,050.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$12.75	450 / bag	\$5,737.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
LESCO, INC.	First Offer - \$15.50	450 / bag	\$6,975.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 089785 <b>Vendor Notes:</b> Wood mulch with tack 50 lb			
Justin Seed	First Offer - \$18.89	450 / bag	\$8,500.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> matplus <b>Vendor Notes:</b>			

<b>B090078-NB-2-02 EROSION CONTROL MATERIALS: "Paper Mulch", Cellulose Fiber Mulch</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$7.75	50 / bag	\$387.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$10.55	50 / bag	\$527.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
LESCO, INC.	First Offer - \$11.60	50 / bag	\$580.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 089760 <b>Vendor Notes:</b> Cellulose mulch with tack			
Justin Seed	First Offer - \$16.24	50 / bag	\$812.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> phopap <b>Vendor Notes:</b>			

<b>B090078-NB-2-03 EROSION CONTROL MATERIALS: "Fertilizer"</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
LESCO, INC.	First Offer - \$0.00	50 / bag	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$21.00	50 / bag	\$1,050.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
Justin Seed	First Offer - \$23.38	50 / bag	\$1,169.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> p131313b			

<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$27.55	50 / bag	\$1,377.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-2-04 EROSION CONTROL MATERIALS: "Soil Retention Blanket"</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
LESCO, INC.	First Offer - \$0.00	12000 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$0.45	12000 / square yard	\$5,400.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$0.69	12000 / square yard	\$8,280.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
Justin Seed	First Offer - \$0.86	12000 / square yard	\$10,320.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> mat8 <b>Vendor Notes:</b>			

<b>B090078-NB-2-05 EROSION CONTROL MATERIALS: "Soil Retention Blanket"</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	First Offer - \$0.00	5000 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid			
LESCO, INC.	First Offer - \$0.00	5000 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$0.49	5000 / square yard	\$2,450.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$0.74	5000 / square yard	\$3,700.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-2-06 EROSION CONTROL MATERIALS: "Silt Fencing"</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	First Offer - \$0.00	2500 / linear foot	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid			
LESCO, INC.	First Offer - \$0.00	2500 / linear foot	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$1.05	2500 / linear foot	\$2,625.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			

<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$1.35	2500 / linear foot	\$3,375.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-2-07 EROSION CONTROL MATERIALS: "Inlet Protection Dike"</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	First Offer - \$0.00	2 / each	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid			
LESCO, INC.	First Offer - \$0.00	2 / each	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No Bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$20.00	2 / each	\$40.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$28.00	2 / each	\$56.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-2-08 EROSION CONTROL MATERIALS: "Tri-Dike"</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	First Offer - \$0.00	50 / linear foot	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid			
LESCO, INC.	First Offer - \$0.00	50 / linear foot	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$3.60	50 / linear foot	\$180.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			
AFS Environmental, Inc.	<input checked="" type="checkbox"/> First Offer - \$5.25	50 / linear foot	\$262.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

<b>B090078-NB-2-09 EROSION CONTROL MATERIALS: "Gabion Baskets"</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	First Offer - \$0.00	4 / each	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid			
LESCO, INC.	First Offer - \$0.00	4 / each	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No bid			
Hanes Geo Components	<input checked="" type="checkbox"/> First Offer - \$110.00	4 / each	\$440.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			

<b>Agency Notes:</b>	<b>Vendor Notes:</b>
AFS Environmental, Inc. <input checked="" type="checkbox"/> First Offer - \$148.00	4 / each \$592.00 Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Vendor Notes:</b>

B090078-NB-2-10 EROSION CONTROL MATERIALS: "Gabion Mattress"					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	First Offer - \$0.00	5 / each	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid		
LESCO, INC.	First Offer - \$0.00	5 / each	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No bid		
Hanes Geo Components <input checked="" type="checkbox"/> First Offer - \$135.00		5 / each	\$675.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		
AFS Environmental, Inc. <input checked="" type="checkbox"/> First Offer - \$177.00		5 / each	\$885.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		

B090078-NB-2-11 EROSION CONTROL MATERIALS: "Gabion Mattress"					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Justin Seed	First Offer - \$0.00	5000 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b> no bid		
LESCO, INC.	First Offer - \$0.00	5000 / square yard	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b> No bid		
Hanes Geo Components <input checked="" type="checkbox"/> First Offer - \$175.00		5000 / square yard	\$875,000.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		
AFS Environmental, Inc. <input checked="" type="checkbox"/> First Offer - \$233.00		5000 / square yard	\$1,165,000.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		

**Vendor Totals**

<b>LESCO, INC.</b>	<b>\$17,128.25 (19/19 items)</b>
Bid Contact <b>Keith O McGinty</b> <b>bids@johndeerelandscapes.com</b> <b>Ph 800-321-5325 x6550</b> <b>Fax 216-706-1612</b>	Address <b>1301 East 9th St. Suite 1300</b> <b>Cleveland, OH 44114</b>
Bid Notes <b>Contact local Sales Rep Aaron Bolado at (830) 743-7488 or local store at (512) 833-5070, 10805 Metric Blvd, Austin, 78758 for technical questions or to place orders.</b>	
<b>Agency Notes:</b>	<b>Vendor Notes:</b> Contact local Sales Rep Aaron Bolado at (830) 743-7488 or local store at (512) 833-5070, 10805 Metric

Blvd, Austin, 78758 for technical questions or to place orders.

<b>Justin Seed</b>		<b>\$31,403.52 (19/19 items)</b>
Bid Contact	<b>Tracy Tally</b> <a href="mailto:tracy@justinseed.com">tracy@justinseed.com</a> Ph 940-648-2751	Address <b>Box 6</b> <b>524 S. Hwy 156</b> <b>Justin, TX 76247</b>
Qualifications	<b>CISV LCL TX</b>	
<b>Agency Notes:</b>		<b>Vendor Notes:</b>
<b>Hanes Geo Components</b>		<b>\$916,524.50 (19/19 items)</b>
Bid Contact	<b>Casey Harris</b> <a href="mailto:casey.harris@hanescompanies.com">casey.harris@hanescompanies.com</a> Ph 512-670-2050 Fax 512-670-2035	Address <b>4101 S. Industrial Drive, Ste 100</b> <b>Austin, TX 78744</b>
<b>Agency Notes:</b>		<b>Vendor Notes:</b>
<b>AFS Environmental, Inc.</b>		<b>\$1,223,177.00 (19/19 items)</b>
Bid Contact	<b>Michael Long</b> <a href="mailto:mlong@afsenvironmental.com">mlong@afsenvironmental.com</a> Ph 512-918-0438	Address <b>313 Brushy Creek Rd.</b> <b>Cedar Park, TX 78613</b>
Qualifications	<b>DBE HUB SB WBE</b>	
<b>Agency Notes:</b>		<b>Vendor Notes:</b>
<b>Bamert Seed Company</b>		<b>\$4,437.50 (5/19 items)</b>
Bid Contact	<b>Pat E Durben</b> <a href="mailto:natives@bamertseed.com">natives@bamertseed.com</a> Ph 800-262-9892 Fax 806-272-3114	Address <b>1897- CR - 1018</b> <b>Muleshoe, TX 79347</b>
Bid Notes	<b>We choose to bid only the Warm season Native Mix Native Seed B090078-NB-1-01. This is a firm Offer.</b>	
<b>Agency Notes:</b>		<b>Vendor Notes:</b> We choose to bid only the Warm season Native Mix Native Seed B090078-NB-1-01. This is a firm Offer.

\*\*

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2009 JAN 22 PM 4:07



TRANSPORTATION AND NATURAL RESOURCES  
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

PURCHASING  
OFFICE

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

January 20, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Cawl B. Gieselman*  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bid, IFB# **B090078-NB**  
**Erosion Control Materials, Seed and Sod**

TNR has reviewed the above referenced bids and recommends award as follows:

**Bamert Seed Company:** Item 1-01 (Warm Season Native Mix)  
**Justin Seed:** Items 1-02 (Wildflower Mix), 1-04 (Temp Cool Season Mix), and 1-06 (Bermuda Seed)  
**LESCO Inc:** Items 1-05 (Annual Rye Grass)  
**AFS Environmental:** Items 1-07 (St. Augustine Sod) and 1-08 (Bermuda Sod)  
**Hanes Geo Components:** Items 1-03 (Temp Warm Season Mix) and 2-01 through 2-11 (Erosion Materials)

The commodity/sub-commodity codes for this contract are 790/020 and 085/085. The primary budget lines are 099-4941-621-3043 and 099-4941-621-3099.

If you need additional information, please contact Christina Jensen at 854-7670.

*CJ*  
CJ:JPG:cj  
Contract File



TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4941-621.30-43
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	43 YARDS, GROUND, AG EQ/SUPP

Budget . . . . .	:	31,822
Encumbered amount . . . . .	:	6,542.28
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	3,346.60
Total expenditures . . . . .	:	9,888.88
Balance . . . . .	:	21,933.12

Press Enter to continue.

F3=Exit F12=Cancel





**TRAVIS COUNTY PURCHASING OFFICE**

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

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

17

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

*Cyd V. Grimes 2/2/09*

**Voting Session: Tuesday, February 10, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT NO. PS090008VR WITH THE JUVENILE PROBATION DEPARTMENT, POT OF GOLD PROGRAM TO PROVIDE CRIME VICTIMS SERVICES FOR THE CRIME VICTIMS FUND PROGRAM. (CES)

**Points of Contact:**

**Purchasing:** Vania Ramaekers

**Department:** Counseling & Education Services, Caryl Colburn, Director

**County Attorney (when applicable):** Tamara Armstrong

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

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

**Other:**

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

On December 30, 2008 the Commissioners Court approved 10 contracts to provide various services to crime victims within Travis County. The Juvenile Probation Department submitted a proposal and is eligible to receive funding for the services they are providing to crime victims under the Pot-of-Gold program. The funding for such services is generated through accrued fees from education classes provided by CES, for which each year a certain amount is designated for the Crime Victims Fund. For FY09, \$161,416.00 has been designated for the Crime Victims Fund. The Pot-of-Gold program will receive \$12,099.00 for the first year of this contract.

The initial term of this contract shall be upon approval of the Commissioners Court through December 31, 2009. Contingent upon available funds from the FY2010 Crime Victims Fund, and dependent on the Abbreviated Application approval by the Application Review Committee, this contract shall automatically renew January 1, 2010 through December 31, 2010.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Not-to-Exceed)  
Contract Type: (Professional Services Agreement)  
Contract Period: 1/1/2009 -12/31/2009

➤ **Contract Modification Information:**

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

➤ **Solicitation-Related Information:**

Solicitations Sent: 22 Responses Received: 11  
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: The evaluating committee recommendations and matrix is attached to this package for your review.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: PS090008VR- Funds to be transferred internally - No requisition will be necessary.
- Funding Account(s): 017-4010-586-6290
- Comments:

➤ **Statutory Verification of Funding:**

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

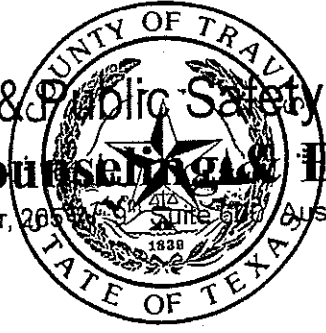
## FY2009 RFS-090001-VR - MATRIX & FUNDING ALLOCATION

Contract number	Contractor	Total Score	Total Avg. Score	Scoring %	FY08 Allocation	FY09 Request	Preliminary Total	FY09 Award Recommendation	Total Contract Award 2 years	First Year Payment Schedule two disbursements
				<u>500</u>					<u>\$161,416.00</u>	<u>BUDGET</u>
<b>IBD</b>										
PS090004VR	✓ Ctr. For Child Protection	2169	433.8	86.76%	\$ 9,413.00	\$9,884.00	\$9,884.00	\$9,884.00	\$19,768.00	\$4,942.00
PS090009VR	✓ Texas RG Legal Aid	2155	431	86.20%	\$ 9,684.00	\$10,168.00	\$10,168.00	\$10,168.00	\$20,336.00	\$5,084.00
PS090010VR	✓ Safeplace	2117	423.4	84.68%	\$ 27,816.00	\$29,206.00	\$29,206.00	\$29,206.00	\$58,412.00	\$14,603.00
PS090006VR	✓ Lifeworks	2092	418.4	83.68%	\$ 18,601.00	\$19,530.00	\$19,530.00	\$19,530.00	\$39,060.00	\$9,765.00
PS090003VR	✓ CASA	2090	418	83.60%	\$ 16,940.00	\$17,787.00	\$17,787.00	\$17,787.00	\$35,574.00	\$8,893.50
PS090005VR	✓ For the Love of Christ	2074	414.8	82.96%	\$ 30,000.00	\$31,500.00	\$31,500.00	\$31,500.00	\$63,000.00	\$15,750.00
PS090001VR	✓ Austin Academy	1886	377.2	75.44%	\$ 7,607.00	\$7,987.00	\$7,987.00	\$7,987.00	\$15,974.00	\$3,993.50
PS090007VR	✓ MHMR	1885	377	75.40%	\$ 12,117.00	\$12,772.00	\$12,772.00	\$12,772.00	\$25,544.00	\$6,386.00
PS090011VR	✓ Volunteer Legal Services	1882	376.4	75.28%	\$ 5,222.00	\$5,483.00	\$5,483.00	\$5,483.00	\$10,966.00	\$2,741.50
PS090002VR	✓ Austin Child Guidance	1797	359.4	71.88%	\$ -	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$2,500.00
PS090008VR	*Juv. Prob Pot of Gold	1721	344.2	68.84%	\$ 2,803.00	\$3,000.00	\$2,803.00	\$2,803.00	\$6,000.00	\$1,500.00
					\$ 140,203.00	\$ 152,317.00	\$ 152,120.00	\$ 161,416.00		

**Evaluating Team Recommendation**  
 87% - 75 % Fund Amount requested  
 74% and below Fund Last year amount

\* Remaining Funds will be allocated Internally to Juvenile Probation

Vania



Justice & Public Safety Division

Travis County Counseling & Education Services

Caryl Clarke Colburn, Director, 205 West 10th Street Austin, TX 78701 (512) 854-9540

INTEROFFICE MEMORANDUM

TO: CYD GRIMES, TRAVIS COUNTY PURCHASING AGENT  
FROM: CARYL CLARKE COLBURN, CES DIRECTOR *CC*  
SUBJECT: 2009 TRAVIS COUNTY CRIME VICTIMS FUND  
DATE: 12/5/2008

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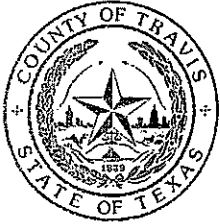
I have attached the matrix with the recommendations to the Commissioners Court of local agencies to receive Travis County Crime Victims Fund (CVF) contracts for the calendar year of 2009. The recommended amounts for each agency are included in the matrix. For the past twenty-one years the Counseling & Education Services (CES) Department has coordinated the CVF Application Review Committee which reviews applications submitted by local agencies in seeking funding for programs that support crime victims. Fees from the education classes provided by CES generate the funding.

The CES general fund budget has \$161,416 for the CVF in 2009 in line item 001-4010-586-6290 OUTSIDE AGENCY CONTRACTS. As you know, the contracts approved by the Court this year will be effective for two years. From January 1, 2009 through December 31, 2009 the original contract is in place and then an abbreviated application will need to be reviewed for the second year. A new RFS will not be released until it is time for the 2011 contract cycle to begin.

Each agency was ranked by their overall score, which was determined by the committee. Then a percentage of the CVF funding was given to each agency based on this ranking. CES is requesting that the Purchasing Office submit the recommendations to the County Attorney's Office to create contracts, then submit them to the Commissioners Court for approval. Please feel free to call me for any additional information.

Attachment: Travis County Crime Victims Fund 2009 Matrix

CC: Teresa Goff, CES Program Manager  
Vania Ramaekers, Purchasing Office



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 473-9700 Fax (512) 473-9185

## PURCHASING OFFICE REQUEST FOR CONTRACT/MODIFICATION APPROVAL/SIGNATURE

DATE: **January 29, 2009**

SUBJECT: **Travis County Crime Victims Services**

ACCOUNT NUMBER (S): <sup>001</sup> ~~017~~-4010-586-6290

REQUISITION NUMBER: **PS090008VR- Pot of Gold JP**

SCHEDULED COMMISSIONERS COURT VOTING SESSION: **2/10/09**

APPROVALS NEEDED PRIOR TO PURCHASING AGENT APPROVAL: **YES**

JAN 29 2009  
*[Handwritten signature]*

DEPARTMENT/OFFICE	CONTACT NAME	DATE CONTRACTS SENT OUT TO DEPARTMENT/OFFICE	DATE CONTRACTS RECEIVED BACK IN PURCHASING OFFICE
COUNTY ATTORNEY'S OFFICE	Legal	1/29/09	1/30/09.
COUNTY AUDITOR'S OFFICE	Jose Palacios/Sean Kapp-S.	1/30/09	
PURCHASING OFFICE	Cyd Grimes		

*[Handwritten signature]*  
Vanita Ramaekers, Purchasing Agent Assistant

TRAVIS COUNTY  
AUDITORS OFFICE  
2009 JAN 30 AM 11:04

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

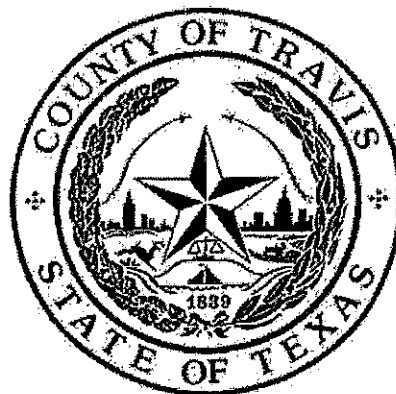
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

FOR

CRIME VICTIMS' SERVICES  
POT OF GOLD PROGRAM

CONTRACT NO. PS090008VR

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2009 JAN 29 AM 11:19  
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OFFICE



**Travis County Purchasing Office**

RECEIVED  
TRAVIS COUNTY  
2009 JAN 30 AM 11:04  
AUDITORS OFFICE



CONTRACT BETWEEN TRAVIS COUNTY AND  
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

This Contract is entered into by the following parties: Travis County, a political subdivision of Texas ("County") and the Travis County Juvenile Probation Department ("TCJPD" or "Contractor"), (both County and Contractor collectively referred to herein as the "Parties").

RECITALS

Whereas, County has the authority to provide assistance for crime victims and other qualified recipients (TEX. CODE CRIM. PROC., Chapter 56 and other statutes).

Whereas, Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., §262. et seq.

Whereas, Contractor will provide personal and professional services for crime victims and other qualified recipients.

NOW, THEREFORE, the parties agree to the terms and conditions stated in this contract.

**1.0 GENERAL DEFINITIONS**

In this contract,

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "Contract funds" means all funds paid by County pursuant to Section 4 of this contract.
- 1.4 "Crime victim" means (i) a person who suffers injury or loss, as a result of property crimes committed by another person who is a juvenile at the time he or she committed the criminal acts; (ii) The legal guardian of a victim, whether or not a legal relationship between the guardian and the victim exists in situations where the victim has a guardian because of the age of the victim or the physical or mental incompetence of the victim; and (iii) the parent, child, or other close family member or a significant person sharing a relationship with the crime victim.
- 1.5 "Depository account" means an account in a commercial bank that is used for the deposit of all contract funds and disbursement of contract funds in compliance with the terms of this contract.
- 1.6 "Manager" means the Manager of Travis County Education Services or Manager's authorized agent.
- 1.7 "Purchasing Agent" means, Cyd V. Grimes, the Travis County Purchasing Agent, or her successor.

## 2.0 CONTRACT PERIOD

2.1 Initial Term. This Contract shall commence on January 1, 2009, and shall continue in full force and effect for an initial term of twelve (12) months through December 31, 2009, unless terminated earlier by County, in its discretion, in accordance with this contract.

2.2 Renewal Term. Unless terminated by County, in its discretion, at the end of the initial term, or unless sooner terminated in accordance with Section 15.0 and subject to continued funding, this contract shall automatically renew on January 1, 2010 for an additional term of 12 months, through December 31, 2010, provided that the contract may be terminated earlier in the renewal period by County, in its discretion, in accordance with the contract.

2.3 Contract Period. Subject to the conditions set forth in this Section 2, the Initial Term and the Renewal Term shall constitute the Contract Period.

## 3.0 CONTRACTOR PERFORMANCE

### 3.1 Contractor Responsibilities.

3.1.1 During the Contract period, Contractor, through the Court Services Division, shall perform, in a satisfactory manner as determined by County, victim/offender mediation program services and activities ("Services and Activities") for crime victims in accordance with the terms of Attachments A-D, titled Request for Crime Victims' Services, and Travis County Crime Victims' Fund FY 2009 Contract Application (including amendments and accepted deviations); Quarterly Performance Report, Quarterly Expenditure Report, Advisory Board Meeting Schedule; in accordance with the Assurances, Certifications, and all other statements made by Contractor in its proposal for the services funded under this contract; and with all other terms and conditions stated in this contract.

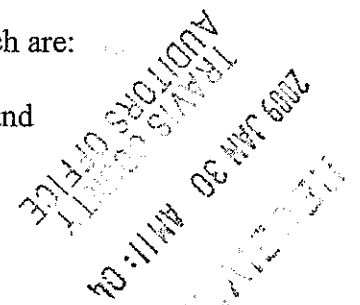
3.1.2 Contractor acknowledges and agrees that if any services, functions or responsibilities not specifically described in this Contract are required for the proper performance of responsibilities and provision of services under this Contract, including the exhibits and attachments hereto, they shall be deemed to be implied by and included within the scope of this Contract, to the same extent and in the same manner as if specifically described herein. Except as otherwise expressly provided in this Contract, Contractor shall be responsible for providing the facilities, personnel and other resources as necessary to provide and perform its services and responsibilities under this Contract.

3.2 Civil Rights/ADA. Contractor shall provide all services and activities required under this contract, in compliance with the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act Amendments of 1974, and the Americans with Disabilities Act of 1990. Contractor shall not discriminate against any employee, applicant for employment or crime victim based on race, religion, color, sex, national origin, age or handicapped condition.

3.3. Allowable Costs. Allowable costs under this contract are those costs which are:

3.3.1 incurred directly and specifically in performance of this contract; and

3.3.2 incurred pursuant to all requirements of this contract; and



3.3.3 incurred in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.

\* Indirect costs, as defined by generally accepted accounting principles, are not allowable costs under this contract.

3.4 Disallowed Costs. Contractor expressly acknowledges and agrees that it shall be liable to County for any payments disallowed pursuant to financial performance and compliance requirements for contract funds, and with respect to payments specifically disallowed under Subsection 3.3 and this Subsection 3.4. Contractor further acknowledges and agrees that reimbursement to County of any disallowed payments shall be paid by Contractor from funds other than contract funds. Contractor acknowledges and agrees that costs for the following are disallowed costs which are not payable under this contract:

3.4.1 the costs of capital expenditures, equipment, materials, supplies, and other property, which are incurred by Contractor in performing services and activities under this contract;

3.4.2 the costs of travel and attendance at conferences, conventions, or training sessions;

3.4.3 the costs for the premium portion of overtime or the associated fringe benefits on such premium pay;

3.4.4 any state, local, or federal excise taxes; or

3.4.5 Contractor's insurance costs.

3.5 No Payment. During the initial twelve month term of this contract, and during the twelve month renewal term, respectively, County will not pay for any services or activities performed by Contractor under this contract if County has already paid Contractor the maximum amount allocated for Contractor's services under this contract, including any amendments hereto.

3.6 Deobligation of Funds. In the event that actual expenses under the terms of this contract reflect a rate of expenditure lower than that projected in the line item budget, County, through Manager, shall have the authorization to deobligate any excess funds not reallocated by the Contractor consistent with the terms of this contract.

3.7 Offset. In any instance in which County has determined that an overpayment or disallowed payment has been made by County, or that any refund is due to County for any reason, County may offset or withhold any amount otherwise owed to Contractor under this contract against any amount owed by Contractor to County arising under this contract.

3.8 Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in an overpayment to Contractor, or which County determines, as a result of periodic performance or compliance evaluations of Contractor or financial audits, has not been spent by Contractor strictly in accordance with the terms of the contract. Such refund shall be made by Contractor to County within ten (10) working days after the refund is requested by County. If Contractor fails to refund the overpayment within said ten (10) day period, County may offset the amount of said overpayment against any money owing to Contractor during the contract period or under a subsequent contract.

3.9 Refund Upon Termination. Upon termination of this Contract, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring, Contractor shall refund such amount to County within ten (10) working days of written notice to Contractor specifying the amount disallowed. If contractor fails to refund said disallowed payments within said ten (10) working days, County may offset the amount of the disallowed payments against any payments made by County to Contractor under subsequent contracts.

3.10 Certification of Fiscal Controls and Accounting Procedures.

3.10.1 Contractor certifies that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for Contract funds, and that Contractor shall continue to maintain and utilize internal controls, systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, abuse, fiscal mismanagement and other mismanagement and to provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor's internal control systems and all transactions and other significant events must be clearly documented, and the documentation must be made readily available for monitoring by County, at no cost to County. County may withhold payment and immediately suspend Contractor's performance of this Contract if County identifies possible instances of waste, fraud, abuse, fiscal mismanagement, other mismanagement, or other serious deficiencies in Contractor's performance. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. Contractor shall fully cooperate with County's efforts to detect, investigate and prevent waste, fraud, abuse, fiscal mismanagement, other mismanagement, and other serious deficiencies in Contractor's performance and shall immediately notify County of any identified instances of waste, fraud, abuse, fiscal mismanagement, other mismanagement, or other serious deficiencies in Contractor's performance.

3.10.2 Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

3.11 Depository Account. Contractor shall notify the Manager of the location of the bank account into which contract funds are to be deposited at the beginning of the contract period.

3.12 Lump Sum Payments. During the initial contract term, and during any renewal term, respectively, County shall pay Contractor a lump sum payment in January and a lump sum payment in August for Services and Activities performed by Contractor under this contract and in accordance with this contract.

3.13 Invoices. Before County makes any payments under this contract, Contractor shall invoice County for Activities and Services rendered hereunder to eligible clients pursuant to this contract. Original invoices shall be sent to: Ms. Caryl Colburn, CES Director, P. O. Box 1748, Austin, Texas 78767. Such invoices shall include, at minimum, the following information:

3.13.1 Name, address and telephone number of contractor and similar information for place of payment if payment is to be made to a different address;

3.13.2 Description of services and itemized charges in accordance with the budget as submitted in Attachment A;

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3.13.3 Total fees and charges under agreement and exhibits and attachments hereto for said services;

3.13.4 County contract number and/or Purchase Order number;

3.13.5 Other payment information required by County in its Purchase Order.

3.14 Quarterly Advisory Board Meetings. Contractor's authorized representative shall attend all quarterly meetings of the Travis County Crime Victims Advisory Board, according to the schedule included in Attachment D to this contract.

#### **4.0 COUNTY PERFORMANCE**

4.1 Payment. Subject to funding by the Travis County Commissioners Court, and conditioned upon Contractor's satisfactory performance of services and Contractor's full compliance with the terms and conditions of this Contract, Contractor shall be entitled to receive payments as set out in the following payment schedule:

Six Thousand Forty-nine Dollars and Fifty Cents (\$6,049.50) on January 1, 2009;  
Six Thousand Forty-nine Dollars and Fifty Cents (\$6,049.50) on August 1, 2009.

4.2 Maximum Funds. The total amount of funds to be paid to Contractor for services rendered by Contractor during the initial term, January 1, 2009 through December 31, 2009, shall not exceed Twelve Thousand Ninety-nine Dollars (\$12,099). The total amount of funds to be paid to Contractor for services rendered by Contractor during the renewal term, January 1, 2010 through December 31, 2010, shall be contingent upon continued funding and shall not exceed the amount determined by County based upon County's evaluation of Contractor's submitted Abbreviated FY2010 Application.

4.3 Prior Debts. County shall not be liable for costs incurred or performances rendered by Contractor before or after the contract period.

#### **5.0 EXPRESS ACKNOWLEDGMENTS**

5.1 Maximum Amount. Contractor expressly acknowledges and agrees that the sums stated in Section 4.2 are the maximum amounts to be paid by County to Contractor during the contract period unless, Subsection 4.2 is amended pursuant to Subsection 19.1.

5.2 Satisfactory Performance. The parties expressly acknowledge and agree that payments under this contract are contingent upon Contractor's full and satisfactory performance of this contract.

5.3 Disallowed Payments. Contractor expressly acknowledges and agrees that it shall be liable to County for any payments disallowed pursuant to financial and compliance audit(s) of contract funds. Contractor further acknowledges and agrees that reimbursement to County of any disallowed payments shall be paid by Contractor from funds other than contract funds and within ten (10) working days of written notice to Contractor specifying the amount disallowed. This Subsection shall be construed in conjunction with Section 3 of this Contract.

## 6.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS

6.1 Client Records. Contractor shall maintain records about crime victims, including but not limited to, the information on which Contractor relied to determine the victim's eligibility and records on all services provided to crime victims by Contractor, until a performance evaluation is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the contract period, whichever occurs later.

6.2 Fiscal Records. Contractor shall maintain all fiscal records and documentation of all expenditures pertaining to this contract, until a financial audit in conformance with generally accepted accounting principles and procedures for governmental entities or non-profit organizations, as applicable, is completed and all questions arising there from are resolved satisfactorily or three (3) years after the end of the contract period, whichever occurs later.

6.3 County Access. At no cost or charge to County, Contractor shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by Contractor.

6.4 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to crime victims in accordance with applicable Federal laws, and rules and regulations, as well as applicable State laws and regulations, subject to the Texas Public Information Act. This provision shall not be construed as limiting the right of access by County, or any of its duly authorized representatives, to recipient records or other information.

6.5 Inclusion. Contractor shall include the provisions set forth in Subsections 3.2, 6.1, 6.2, 6.3, and 6.4 of this contract in all subcontracts.

## 7.0 CONFIDENTIALITY

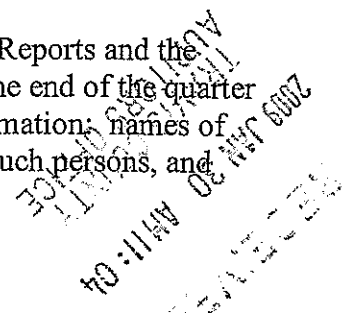
7.1 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, in writing, the specific, relevant, legal authority precluding County's access to victim information, including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the victim information.

7.2 Masking. Upon authorization from County to render victim files anonymous, Contractor agrees to mask information identifying victims in a way that will not obstruct County's monitoring and evaluation duties in any way.

7.3 County Maintenance of Confidentiality. Subject to the Texas Public Information Act, County agrees to keep confidential at all times all information that identifies victims and personnel and any other information received from Contractor, if required to do so by law.

## 8.0 REPORTING REQUIREMENTS

8.1 Quarterly Reports. The Contractor shall submit the Quarterly Expenditure Reports and the Quarterly Performance Reports required by County, within thirty (30) days after the end of the quarter to which the reports relate. Reports shall contain at minimum, the following information: names of persons served to date, social security numbers of such persons, case numbers of such persons, and dates of service.



8.2 Abbreviated FY02010 Application. The Contractor shall submit the Abbreviated FY2010 Application required by County, within thirty (30) days of receipt from County of County's evaluation and determination of maximum funds for the renewal period, January 1, 2010 through December 31, 2010.

## 9.0 MONITORING

9.1 County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this contract, and of the adequacy and timeliness of Contractor's performance under this contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performance under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take the actions specified in the monitoring report prior to the deadlines specified in said report; and, Contractor's failure to do so may be considered grounds for termination of this contract by County, at County's sole discretion.

## 10.0 AUDITS

10.1 Annual Audit. Unless otherwise directed by County, Contractor, at its own expense, shall arrange for the performance of an annual financial, compliance or performance audit or review of contract funds and Contractor's performance rendered under this contract, subject to the following conditions and limitations:

10.1.1 Contractor shall notify County of the projected submission date of each audit required by this contract, within forty-five (45) days before the last day of the County fiscal year.

10.1.2 At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each program of Contractor which received, expended, or otherwise administered Contract funds.

10.1.3 Unless otherwise specifically authorized by County in writing, Contractor shall submit a copy of the report of the review or audit to County within twenty (20) days after the completion of the review or audit, but no later than ten (10) months after the end of County's fiscal year. Reviews and audits performed under this Subsection 10.1 are subject to consideration and resolution by County or any of its duly authorized representatives.

10.1.4 If the amount provided in Section 4.2 is less than \$10,000.00, at the request of Contractor, Manager may, in the sole discretion of Manager, waive the requirement of Section 10.1 for the performance of an annual financial and compliance audit or review of contract funds and performances rendered, after Manager has conducted an annual audit of contract funds provided under Section 4.2.

10.2 County Audits. Notwithstanding Subsection 10.1, County reserves the right to conduct an annual financial and compliance audit of contract funds and performances rendered under this contract. Contractor agrees to permit County or its authorized representatives to audit Contractor's records, at no cost or charge to County, and to obtain, at no cost or charge to County, any documents, materials, or information necessary to facilitate such audit.

10.3 Facilitation. Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Section 10.0 that County may require of Contractor.

10.4 Continuation of Obligation. The expiration or termination of this contract shall in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

## 11.0 SUBCONTRACTS

11.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval of County.

## 12.0 SUSPENSION

12.1 If Contractor fails to comply with any term or condition of this contract, including but not limited to failure to deliver reports required under Section 8.0 and make corrections required under Section 9.0, if problems are revealed by an audit or review authorized under Section 10.0, or if the Commissioners Court of County requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract, in whole or in part, and withhold further payments to Contractor, and prohibit Contractor from incurring additional obligations of Contract funds, until Contractor is in compliance with the terms of this Contract, or the reports of the financial review or audit or program evaluation are completed and all exceptions noted in these reports are corrected.

## 13.0 TERMINATION

13.1 Reasons for Termination. County shall have the right to terminate this contract, in whole or in part, at any time for the following reasons:

13.1.1 Contractor has failed to comply with any term or condition of this contract, including but not limited to failure to deliver reports required under Section 8.0 and make corrections required under Section 9.0.

13.1.2 During the budget planning and adoption process, Commissioners Court of County fails to provide funding for this contract for the County fiscal year during the initial term or the renewal term, as applicable.

13.1.3 Contractor is unable to conform to changes required by federal, state, or local laws or regulations;

13.1.4 County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract funds.

13.2 Notification. In accordance with the notice provisions set forth in Section 21.0 of this contract, County shall notify Contractor, in writing, at least thirty (30) days before the date of termination of County's decision to terminate this contract; the reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the contract to be terminated.

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13.3 Contractor Termination. Contractor may terminate this contract, in whole or in part, at any time, by giving County written notice of its decision to terminate, in accordance with the notice provisions set forth in Section 21.0 of this contract, at least thirty (30) days before the effective date of termination, if there is a termination of significant other funding upon which Contractor depends for performance under this Contract. Contractor's notice to County shall include a complete explanation of the reason(s) for termination under this Subsection 13.3. In the event of termination under this Subsection, Contractor shall refund to County the unearned, pro rata portion of funds paid to Contractor in advance pursuant to Section 4.0 hereof.

13.4 Mutual Termination. Either party has the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the services and activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of the termination; and in the case of partial termination, the portion of the contract to be terminated. In the event of termination under this Subsection, Contractor shall refund to County the unearned, pro rata portion of funds paid to Contractor in advance pursuant to Section 4.0 hereof.

13.5 Correction. Where applicable, as determined by County, Contractor may avoid the termination of this contract if Contractor corrects the deficiencies in performance or other problems related to County's reason(s) for termination as stated in the County's notice to Contractor, to the satisfaction of County as determined by County, prior to the effective date of termination.

13.6 Cancellation. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cease to incur costs and expenses related to the performance of this contract or the part of this contract to be terminated, unless Contractor obtains funding for such costs and expenses from a source other than the Crime Victim's Fund.

13.7 Funding Out. County has the right to terminate this Contract, in whole or in part, if during the budget planning and adoption process, Commissioners Court fails to provide funding for this Contract for the next contract term.

13.8 Unused Funds. Within thirty (30) days of termination of this contract, any and all unused funds, rebates, credit(s), or interest earned on unused funds received under this contract must be returned to County.

13.9 Transition. Where applicable, at the end of the contract period or upon termination of this contract under this Section 13.0, Contractor shall, in good faith and in reasonable cooperation with County, aid in the transition to any new arrangement or provider of services which were provided by Contractor hereunder as necessary to protect client interests.

#### **14.0 NON-WAIVER OF DEFAULT**

14.1 Non-Waiver. Failure by Contractor to perform the services and activities required under this contract and the exhibits and attachments hereto shall constitute a breach of this contract; and, in the event of such breach, County shall be entitled to pursue any and all rights and remedies allowed under any United States or Texas law (constitutional law, statutory law, case law, rules or regulations). No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

14.2 Reservation of Rights. All rights of County under this contract are cumulative and are specifically reserved and any payment, act, or omission shall not impair or prejudice any remedy or right of County under this Contract. The exercise by County of any right or remedy under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any United States or Texas law (constitutional law, statutory law, case law, rules or regulations), nor shall any action taken by County in the exercise of any right or remedy be deemed a waiver of any other rights or remedies under this Contract.

## 15.0 LEGAL AUTHORITY

15.1 Contractor Authority. Contractor warrants and represents that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the Services and Activities which Contractor has obligated itself to perform under this contract.

15.2 Signors. The person or persons signing this contract on behalf of Contractor, or representing themselves as signing this contract on behalf of Contractor do hereby warrant and represent that he, she or they have been duly authorized by Contractor to sign this contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this contract and the exhibits and attachments hereto.

15.3 Suspension. County shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances under it. Contractor shall be liable for any money disbursed by County for performance of the provisions of this contract, if Contractor has in fact breached this Section 15.

## 16.0 AMENDMENTS

**16.1 WRITTEN AMENDMENT. UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS CONTRACT, ANY AMENDMENT, MODIFICATION, OR OTHER CHANGE TO THE PROVISIONS OF THIS CONTRACT OR ANY EXHIBITS OR ATTACHMENTS TO IT SHALL BE MADE IN WRITING AND SIGNED BY BOTH PARTIES. NO AMENDMENT OR MODIFICATION TO THIS CONTRACT SHALL HAVE ANY FORCE OR EFFECT, UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES. CONTRACTOR ACKNOWLEDGES AND AGREES THAT NO OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO AMEND, MODIFY OR CHANGE THE PROVISIONS OF THIS CONTRACT OR ANY EXHIBIT OR ATTACHMENT HERETO, UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY. THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THE TRAVIS COUNTY PURCHASING AGENT AUTHORITY TO CHANGE CONTRACTS, AS PROVIDED IN THE TRAVIS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL.**

16.2 Requests for Changes. Contractor shall submit all requests for changes to the terms of this Contract or any exhibits or attachments to it to the Manager with a copy to the Purchasing Agent.

16.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may

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submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment

## **17.0 ASSIGNABILITY**

17.1 Written Approval. Neither party may assign any of the rights or duties created by this contract without the prior written approval of the other party. Contractor acknowledges and agrees that no officer, employee, agent or representative of County has any authority to approve such assignment unless expressly granted that authority by the Travis County Commissioners Court.

17.2 Binding Contract. Subject to Subsection 20.1 hereof, this contract shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this contract.

## **18.0 ENTIRE AGREEMENT**

18.1 Contract. This contract and the exhibits and attachments hereto shall constitute the entire, integrated agreement between the parties hereto regarding the subject matter of this contract. All oral and written contemporaneous agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

18.2 Exhibits and Attachments. The exhibits and attachments enumerated and denominated below are hereby incorporated by reference into this Contract, are hereby made a part of this Contract, and constitute promised performances by Contractor under this Contract:

1. Attachment A, Request for Crime Victims' Services, and Travis County Crime Victims' Fund FY 2009 Contract Application;
2. Attachment B, Quarterly Performance Report;
3. Attachment C, Quarterly Expenditure Report;
4. Attachment D, Advisory Board Meeting Schedule; and

## **19.0 CHOICE OF LAW AND VENUE**

19.1 This Contract, including the Exhibits and Attachments hereto, shall be governed, construed, interpreted and enforced in accordance with applicable United States law and the laws of the State of Texas without regard to the conflicts of law principles of this State.

19.2 All obligations under this contract shall be fully performable in Travis County, Texas; and venue for any dispute arising under this Contract shall lie in the courts of appropriate jurisdiction in Travis County, Texas, exclusively.

19.3 The parties hereby consent to personal jurisdiction and venue as prescribed in this Section 19. These choices of law and venue provisions are intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties in any jurisdiction other than as prescribed in this Section 19. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or object to venue with respect to any action or proceeding brought in accordance with this Section 19.

## 20.0 SEVERABILITY

20.1 If any provision of this contract is ruled invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall continue in full force and effect and shall remain valid and binding.

## 21.0 NOTICES

21.1 Written Notice. Any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

21.2 County Address. The address of County for all purposes under this contract shall be:

Cyd Grimes, C.P.M. (or her successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767  
and

Teresa Goff, Program Manager  
Travis County Education Services  
P.O. Box 1748  
Austin, Texas 78767

21.3 Contractor Address. The address of the Contractor for all purposes under this contract and for all notices hereunder shall be:

Ruthanne Shockley, Grant Coordinator  
Travis County Juvenile Probation Department (Pot of Gold)  
2515 S. Congress Avenue  
Austin, Texas 78704

21.4 Change of Address. Either party may change its address for notice by giving notice of the change in compliance with this Section 21.0.

## 22.0 SPECIAL CONDITIONS

22.1 Conflict of Interest. Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor who exercises or has exercised any functions or responsibilities with respect to services and activities performed pursuant to this contract, or who is in a position to participate in a decision-making process or gain inside information with regard to these services and activities may obtain a personal or financial interest or benefit from the performance of this Contract, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

TRAVIS COUNTY  
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22.2 Political Activity. None of the performance under this contract may involve and no portion of the contract funds may be used for any activity related to the result of an election for public office or for any activity undertaken to influence the content of legislation.

22.3 Sectarian Activity. Contractor shall ensure that activities performed under this contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization receiving contract funds from Contractor which does not include provisions, as provided by County, to effectuate such assurance. Contractor shall submit such agreements to County prior to the release of contract funds.

22.4 Publicity. when appropriate as determined by Manager, Contractor shall publicize the services and activities of Contractor under this contract. In any publicity prepared or distributed by or for Contractor, the funding through Travis County Crime Victims Fund shall be mentioned as having made the project possible.

22.5 Survival of Conditions. The provisions of Sections 5.0, 6.0, 7.0, 10.0, 13.0, 14.0, and 19.0 shall survive the termination or expiration of this Contract.

22.6 Coordination. Contractor shall coordinate and share information with other Travis County Crime Victim Fund programs in any way that is appropriate to maximize the benefit to crime victims in Travis County and to avoid duplication of services.

22.7 Compliance. If contract funds are deposited with the Travis County Treasurer, Contractor shall be deemed to be in compliance with Section 3.11.

### **23.0 DISPUTE RESOLUTION**

23.1 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

23.2 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 26.1, Contractor shall notify the Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

## 24.0 INTERPRETATIONAL GUIDELINES

24.1 Construction. This Contract, including all exhibits and attachments hereto, shall be construed according to its terms and, no rule of construction or interpretation shall apply against any particular party based on a contention that this Contract was drafted by one of the parties.

24.2 Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation. County's holiday schedule may be obtained from the County Purchasing Agent upon request. All hours stated in this Contract, including the exhibits and attachments hereto, are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. All references in this Contract to "days" mean calendar days, unless the text of this Contract clearly specifies "working days."

24.3 Number and Gender. Words of any gender in this contract shall be construed to include the other, and words of either number shall be construed to include the other, unless the context in the contract clearly requires otherwise.

24.4 Headings and Titles. Headings and titles at the beginning of the provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and shall not be used in construing this Contract.

24.5 Interpretation. Provisions, words, phrases and statutes, whether incorporated by actual use or reference, shall be applied to this Contract in accordance with Chapters 311 and 312 of the Texas Government Code.

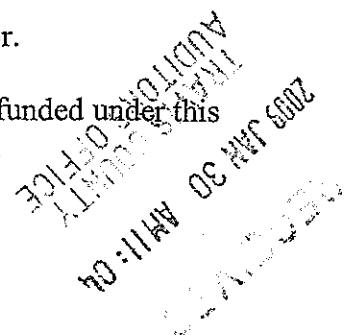
## 25.0 TRANSFER OF FUNDS

25.1 Transfer. Notwithstanding Section 16.1, and as specifically applicable, Contractor may transfer funds between or among budget items within or between the budget categories set out in Attachment A without a written amendment to this contract only if all of the following requirements are met:

25.1.1 The transfer request is submitted to Manager in writing by Contractor.

25.1.2 The transfer will not change the scope or objective of the programs funded under this contract, solely as determined by County through Manager prior to transfer.

25.1.3 The transfer receives prior written approval from Manager.



25.1.4 The transfer moves funds only between line items within the same program. If Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting the Manager for a determination as to the applicability of this requirement to the Contractor's request for transfer.

Contractor acknowledges and agrees that failure to meet the requirements of this Subsection may result in any transfer of funds being disallowed; and, as such, the disallowed amount will not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section, Contractor agrees to refund such payment in full to County within ten (10) working days of written request by County for such refund.

25.2 Discretion. Approval of transfer is within the discretion of Manager. If determined to be necessary, at the sole determination of Manager, the request for transfer may be submitted to the Commissioners Court for approval.

## 26.0 ORDER OF PRECEDENCE

26.1 Inconsistent or Conflicting Provisions in Contract, Exhibits, or Attachments. In the event of inconsistent or conflicting provisions in this contract and the exhibits and attachments hereto, the terms, conditions and provisions of this contract shall prevail.

26.2 Inconsistent or Conflicting Language in Exhibits and Attachments. In the event of inconsistent or conflicting language in the exhibits and attachments hereto, the following descending order of precedence shall prevail and control:

- 26.2.1 Descriptions of Services;
- 26.2.2 Descriptions of Organizations;
- 26.2.3 Specifications;
- 26.2.4 Special Terms and Conditions;
- 26.2.5 General Terms and Conditions.

## 27.0 EMPLOYEE OFFENSES

Contractor shall remove any employee, (including volunteers or other persons working under the direction of Contractor) from direct client contact, if such employee has been alleged to have committed an offense of abuse, neglect, or exploitation or other offense against the person, or an offense against the family, or an offense involving public indecency under the Texas Penal Code, or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offense(s), the employee may again be assigned to direct client contact; however, Contractor shall notify the County of its intent to do so at least ten (10) working days prior to such reassignment. The Contractor must provide County with further information concerning the reasons for the reassignment upon the request of County. If the employee is found to have committed any of the offenses listed in this Section, the employee shall not be reassigned to duties involving any direct contact with clients.

**28.0 EMPLOYEE QUALIFICATIONS**

If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing services and performing activities under this Contract, only personnel with the minimum, required qualifications will be assigned to perform the job or position in question or to fill a vacancy in the job or position, unless a written waiver is granted by the County.

**29.0 REPORTING CHILD ABUSE, NEGLECT, OR EXPLOITATION**

Contractor shall promptly report any suspected case of abuse, neglect, or exploitation of a child to the appropriate child protective services' offices as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of a discovery of the abuse, neglect, or exploitation.

**30.0 DISCLOSURE**

To the extent permitted by law, Contractor shall verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictments involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code, or an offense under Chapter 261 of the Texas Family Code. This verification and disclosure shall be required of all who have direct contact with clients.

**31.0 RATIFICATION**

County and Contractor hereby ratify that all the terms, conditions and provisions of this Contract shall be effective January 1, 2009 and shall remain in full force and effect in accordance with Section 2.0 hereof.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**Travis County Juvenile Probation Department    Travis County**

Estela P. Medina

By: Estela P. Medina  
Chief Juvenile Probation Officer

By: Samuel T. Biscoe  
Travis County Judge

Date: January 28, 2009

Date: \_\_\_\_\_

Approved as to Legal Form By:

[Signature]  
Assistant County Attorney

Funds Verified By:

Not Required  
County Auditor

Approved by Purchasing:

Cyd V. Grimes 2/3/09  
Cyd Grimes, C.P.M., Purchasing Agent

TRAVIS COUNTY  
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2009 JAN 30 AM 11:04



ATTACHMENT A  
ORGANIZATION ORIGINAL  
PROPOSAL APPLICATION  
AND  
REVISED DOCUMENTS AS  
REQUESTED 11/24/2008.  
FOR  
JUVENILE PROBATION  
DEPARTMENT  
“POT OF GOLD”  
PROGRAM

2009 JAN 30 AM 11:04  
INVESTIGATIVE  
AUDITORS OFFICE

**TRAVIS COUNTY CRIME VICTIMS FUND**  
**FY 2009 CONTRACT APPLICATION**

Project Period: January 1, 2009 through December 31, 2009

Revised

For questions regarding this proposal, please contact

Ruthanne Shockley, Grant Coordinator

(512) 854-7110

[ruthanne.shockley@co.travis.tx.us](mailto:ruthanne.shockley@co.travis.tx.us)

TRAVIS COUNTY  
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1

**I. Name and Description of Organization:**

In 1963, Travis County Juvenile Probation Department (TCJPD) was established under the direction of the Travis County Juvenile Board. The mission of TCJPD is "to provide for public safety, while effectively addressing the needs of juveniles, families, and victims of crime." Juvenile Probation is responsible for receiving and addressing all referrals generated from law enforcement investigations involving juveniles. TCJPD is based on a model of "Balanced and Restorative Justice." This model "enable[s] offenders to make amends to their victims and community; increase[s] offender competencies; [and] protect[s] the public through processes in which individual victims, the community, and offenders are all active participants." Within this model, youth encountering the juvenile justice system are served by a series of research-based programs designed to encourage attitudes needed to become productive law-abiding citizens and develop skills necessary to succeed within the community at large. Several divisions of TCJPD directly impact pre-adjudicated and adjudicated juveniles: Court Services, Probation Services, and Detention and Residential Services. Within Court Services, juveniles are assessed for mental health issues, substance abuse, and other mitigating factors which may have led to their referral to Juvenile Probation. The goal of Court Services Division is to hold pre-adjudicated juvenile offenders and their families accountable, while building on their strengths, providing for community protection, and addressing the needs of crime victims.

**II. Program Description:**

The Balanced and Restorative Justice model addresses issues of the victim, the offender, and the community. Through the Pot of Gold Program, juveniles and crime victims undergo victim/offender mediation. Through victim/offender mediation, both parties are given opportunities to address the crime committed and negotiate how the dispute will be resolved while at the same time investing in the community. Victims of crime are given the opportunity to define the harm done to them; juvenile offenders are given the opportunity to understand the impact of their behavior upon their victim. Through involvement in the decision-making process, the victim will have an increased chance for recovery from the trauma of the crime and the juvenile offender will have a higher stake in choosing to create a positive end result.

TCJPD recognizes that restitution is a victim's right, an avenue for justice, and a way of holding the juvenile offender accountable for the victim's losses. In the event that monetary restitution cannot be paid by the offender, the Pot of Gold Program Coordinator negotiates for the offender to perform community service restitution with compensation of \$5.00 an hour. The money earned (up to \$250) will go toward paying the victim. The types of community service tasks performed by the offender include assisting the homeless and elderly and cleaning graffiti from County and City facilities. Juveniles under the age of 16, who have committed a property crime and have been assigned a public defender, are eligible for the Pot of Gold Program.

Victim/offender mediation is the tool used for addressing the needs of the victim while at the same time, reaching out to the youth, helping them to formulate characteristics that will enable them to become assets to their community rather than liabilities. The objective of the Pot of Gold Program is to increase the number of cases that are mediated with financial restitution as an outcome.

Research indicates that juveniles who are connected to the community are less likely to do harm to the community. Operating on the principles of Restorative Justice, juveniles are held accountable for their actions by accepting responsibility and actively taking part in repairing harm done. Repairing harm, as defined by the victim of the crime, not only makes direct amends to the victim, but also helps to rebuild the juvenile's relationship with the community.

Travis County Juvenile Probation Department (TCJPD) Court Services, with the assistance of volunteer mediators from the Travis County Dispute Resolution Center (DRC), provides victim/offender mediation services. Volunteer mediators mediate between the victim and the juvenile offender and his/her family. The victim is provided with the opportunity to address all issues including financial loss, which often leads to a mediated agreement that includes monetary restitution. Information directly from the DRC's website states, "The DRC, in a cooperative effort with the Travis County Juvenile Court, provides and coordinates volunteer mediators to perform mediations on-site at the Juvenile Court. These sessions make it possible for alleged juvenile offenders and their victims to meet face-to-face to discuss the impact of the offense

and to arrange for restitution or another solution agreeable to both parties," (<https://www.austindrc.org/mediation-services.php>).

Historically, Pot of Gold funds were *not* available to juveniles when their victim chose not to participate in mediation. In many of those instances, the victim was still entitled to restitution, but juveniles meeting the eligibility criteria for Pot of Gold frequently have difficulty securing paid work in order to make restitution payments. TCJPD is proposing that these juveniles also be eligible for Pot of Gold funds for restitution. In those instances when the victim is owed restitution, *but does not want to participate in mediation*, juveniles meeting the eligibility requirements would be required to request Pot of Gold funds through their JPO, write a letter of apology to their victim, and attend a victim impact panel. Once they have completed these requirements, they will be eligible to receive \$5.00 per hour for their Community Service which will be forwarded to their victim for restitution.

**III. Staff Qualifications:** Marty Shumaker has worked for Travis County Juvenile Probation for 21 years. She has a Masters in Criminal Justice and Social Services. Ms. Shumaker started as a probation officer and moved into mediation case development. She is now Victims Services Counselor for Court Services.

All Juvenile Probation Officers are required to have a Bachelors Degree.

The Administrative Assistant assigned to support Ms. Shumaker has been with Victim Services for two years.

**IV. Amount of Funding Requested:**

According to fresh data from TCJPD Caseworker Information Systems, during the period of October 1, 2007 through December 31, 2007, youths aged 11-15, who were assigned a public defender, committed 66 property crimes. Internal fiscal reports show that as of October 1, 2008, Pot of Gold monies are depleted. This same report also indicates that in 2008, only 11 youths were able to make financial restitution to their crime victims. Based on 2007 data for property crimes, we project that there will be at least 60 juveniles meeting eligibility requirements for Pot of Gold funding for the remainder of the fiscal year.

Travis County Juvenile Probation Department (TCJPD) Court Services is requesting \$12,099 to provide 48 youth the opportunity to pay direct restitution *and participate in mediation* to their crime victims. Each youth will work at an agreed upon community service agency, community group, or charitable organization for \$5.00 per hour, earning up to \$250 each in order to pay restitution.

This increase in requested funding reflects data indicating the number of property crimes perpetrated by indigent juvenile offenders under the age of 16 in 2007. Internal fiscal reports show that as of October 1, 2008, Pot of Gold monies are depleted. This same report also shows that in 2008, only 11 youths were able to make financial restitution to their crime victims with Pot of Gold monies. The remainder of the year afforded no opportunity for indigent juvenile offenders to pay direct financial restitution to their crime victims with Pot of Gold monies.

In the event that a victim refuses to go through the mediation process, funding may be made available through the Pot of Gold monies. Although these youth may not participate in victim/offender mediation (respecting the crime victim's wishes), they will work on CSR work crews in order to earn up to \$250 to pay restitution, as well as participate in a victim impact panel and write a sincere letter of apology to their victim. Parole officers will supervise the writing of letters of apology. A support staff person has been assigned to assist in gathering and entering data.

**V. Financial Information:** As a Travis County department, all Court Services accounting functions are reviewed and approved by departmental financial staff, prior to entry into the financial system; this includes invoices prepared for payment to the victim. The invoices are then processed for payment by the County Auditor, where checks are generated and signed.

The department is actively seeking additional funding to ensure that all victims are receiving the justice they deserve.

**VI. Summary of Agency's Other Funding Sources:**

Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis Juvenile Probation Commission	Title IV-E "Foster Care" (Reimbursement)	09/1/08 - 08/31/09	\$150,000
Travis Juvenile Probation Commission	Title IV-E "Enhance Claims" (Reimbursement)	09/1/08 - 08/31/09	\$2,100,000
Travis Juvenile Probation Commission	State Aid "A"	09/1/08 - 08/31/09	\$382,695
Travis Juvenile Probation Commission	Progressive Sanctions JPO "F"	09/1/08 - 08/31/09	\$376,416
Travis Juvenile Probation Commission	Progressive Sanctions Level 1-2-3 "G"	09/1/08 - 08/31/09	\$95,104
Travis Juvenile Probation Commission	Diversionsary Placement "H"	09/1/08 - 08/31/09	\$840,744
Travis Juvenile Probation Commission	Level 5 Progressive Sanctions "L" (Reimbursement)	09/1/08 - 08/31/09	\$115,000
Travis Juvenile Probation Commission	Special Needs Diversionsary "M" (TCOOMM)	09/1/08 - 08/31/09	\$153,725
Travis Juvenile Probation Commission	Progressive Sanctions ISP "O"	09/1/08 - 08/31/09	\$107,484
Travis Juvenile Probation Commission	JJAEF "P" (Reimbursement)	09/1/08 - 08/31/09	\$78,951
Travis Juvenile Probation Commission	Intensive Community Based Pilot "U"	09/1/08 - 08/31/09	\$225,000
Travis Juvenile Probation Commission	Operational Funding "V" (Reimbursement)	09/1/08 - 08/31/09	\$372,266
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Travis Juvenile Probation Commission	Intensive Community Based Pilot "X"	09/1/08 - 08/31/09	\$157,830
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Travis Juvenile Probation Commission	Salary Adjustment "Z"	09/1/08 - 08/31/09	\$558,600
United States Department of Agriculture	USDA Commodities Program	07/01/08 - 06/30/09	\$11,665
United States Department of Agriculture	National Breakfast & School Lunch Program	07/01/08 - 06/30/09	\$240,000
Independent School Districts	JJAEF ISD's	09/01/08 - 08/31/09	\$50,000
AISD/City/TC	Truancy Court	10/01/08 - 09/31/09	\$136,126
Office of Attorney General	Access & Visitation	10/01/07-09/31/07	\$25,898
Office of Attorney General	State Disbursement Unit	09/1/08 - 08/31/09	\$30,000
Office of Attorney General	Court Ordered Parent Education Project	09/1/07 - 05/31/09	\$41,800
TC Crime Victims' Fund	Pot O' Gold	01/01/07 - 12/31/08	\$2,803
Criminal Justice Division	Byrne Memorial-Dual Diagnosis	10/01/08 - 09/30/09	\$103,888
Criminal Justice Division	Juvenile Assessment Center JABG	08/01/08 - 07/31/09	\$80,889
Criminal Justice Division	Drug Court/In-Home Services JABG	09/1/08 - 08/31/09	\$117,500
Criminal Justice Division	In-Home Family Services JJDP	09/1/08 - 08/31/09	\$24,864
SAMHSA	Drug Court	9/29/08-9/30/09	\$400,000
BJA	Mental Health Court	9/1/06-2/28/09	\$246,662
Austin Travis County/ Mental Health and Mental Retardation	CRCG	09/1/08 - 08/31/09	\$69,587
Total Program Funding:			\$8,234,632

**VII. Performance Evaluation:** All mediations are carefully tracked using the Juvenile Probation Mediation Disposition Form. On this form, volunteer hours are logged along with basic demographic data upon completion of mediation. After each session, participants complete a Dispute Resolution Center Evaluation Form. Verification of attendance to victim impact panel presentations and copies of letters of apology will also be attached to the applications for Pot of Gold funds.

The Victim Services Coordinator, Marty Shumaker, monitors all reports regularly to ensure consistency and continuity in the delivery of services associated with the Pot of Gold funds. The Caseworker Database is an effective tool that will be utilized more efficiently in this endeavor; a support staff person will ensure all data is gathered and entered. Quarterly performance reports will be submitted April 1, July 1, October 1, and January 1.

**TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT  
Travis County Crime Victim's Fund Proposal  
Detailed Budget**

<b>Category</b>	<b>TCCVF</b>	<b>Grantee</b>	<b>In-kind</b>	<b>Total</b>
Personnel	0	0	0	0
Professional and Contractual	12,099	0	0	12,099
Travel and Training	0	0	0	0
Equipment	0	0	0	0
Supplies	0	0	0	0
Total Direct Charges		0	0	
Indirect Costs	0	0	0	0
<b>TOTAL</b>	<b>12,099</b>	<b>0</b>	<b>0</b>	<b>12,099</b>

**Budget Narrative**

For FY 2009, TCJPD respectfully requests \$12,099 to provide 48 youth the opportunity to pay direct financial restitution to their crime victims. The juvenile offender will work community service hours for compensation of \$5.00 an hour. Money earned (up to \$250) will go toward paying the victim restitution. This represents an increase of 37 juveniles in the Pot of Gold Program: in FY 2008, only 11 youths were able to make direct restitution to their crime victims.

In the event that the juvenile offender's victim does not wish to participate in mediation, the victim will still be paid restitution. In this instance, the juvenile offender will work community service hours for compensation of \$5.00 an hour; money earned (up to \$250) will go toward paying the victim restitution. The juvenile offender will participate in a victim impact panel and will write a sincere letter of apology to their victim.

The additional number of youth served does not change the scope of services; it enhances the number of crime victims able to be paid direct restitution. In order to better serve victims of crime and align disposition of juvenile offenses in accordance with the wishes of their victims, monies will be made available to those who do not wish to participate in mediation.

Community volunteers and organizations are firmly established and will be utilized as sources for victims impact panels, volunteer mediators, and community service projects.

Ms. Shumaker has oversight of all volunteer mediations. Parole officers connect juvenile offenders to community service projects and oversee the writing of letters of apology. The Administrative Assistant inputs all data gathered for quarterly reports. Financial Services of Juvenile Probation ensures quality control of all fiscal and programmatic reporting.

Professional and Contractual Services are payment for Community Service Restitution.

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**ATTACHMENT B  
QUARTERLY PERFORMANCE REPORT**

Contractor: Travis County Juvenile Probation  
 Program: Pot of Gold  
 Contract Period: January 1, 2009-December 31, 2009  
 Reporting Period: April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup>  
 Prepared by: \_\_\_\_\_

	Performance Indicators	Current Quarter	Year To Date	Annual Performance Objective
<b>OUTPUTS:</b>				
<b>EXAMPLES</b>				
<b>A.</b>	<b>Request for Assistance</b>			
A.1	Total Number of Victims contacted	n/a	n/a	48
A.2	Number of Self-Referrals	n/a	n/a	15
A.3	Number of referrals from other agencies	n/a	n/a	10
<b>B.</b>	<b>Crime Victims Receiving Assistance</b>			
B.1	Number of crime victims receiving direct services from your program through mediation	2	15	24
B.2	Number of crime victims receiving Pot of Gold monies through Victim Impact Panel presentations.	n/a	n/a	24
<b>C.</b>	<b>Volunteer Involvement</b>			
C.1	Number of mediators utilized.	10-12 weekly	10-12 weekly	10-12 weekly
C.2	Number of victim impact panel member meetings on a quarterly basis.	n/a	n/a	3 times a quarter
<b>D.</b>	<b>Juvenile involvement</b>			
D.1	Number of Juveniles participating in mediations.	n/a	n/a	24
D.2	Number of Juveniles attending victim impact panels.	n/a	n/a	24
D.3	Number of letters of apology written by juveniles	n/a	n/a	10 letters
<b>E.</b>	<b>Community Involvement</b>			
E.1	Number of CSR hours invested in program per quarter.	n/a	n/a	5 hours
E.2	Number of CSR sites utilized.	2	2	

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**TRAVIS COUNTY CRIME VICTIMS FUND**

**FY 2009 CONTRACT APPLICATION**

Project Period: January 1, 2009 through December 31, 2009

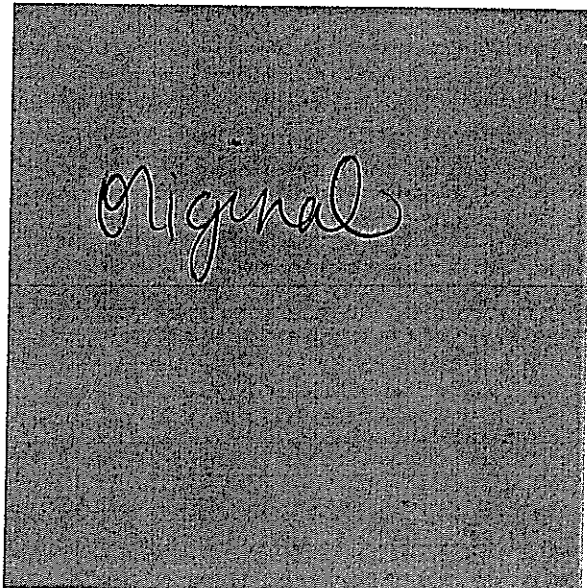
Application Due Date: October 29, 2008

For questions regarding this proposal, please contact

Ruthanne Shockley, Grant Coordinator

(512) 854-7110

[ruthanne.shockley@co.travis.tx.us](mailto:ruthanne.shockley@co.travis.tx.us)



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## **I. Name and Description of Organization:**

In 1963, Travis County Juvenile Probation Department (TCJPD) was established under the direction of the Travis County Juvenile Board. The mission of TCJPD is "to provide for public safety, while effectively addressing the needs of juveniles, families, and victims of crime." Juvenile Probation is responsible for receiving and addressing all referrals generated from law enforcement investigations involving juveniles. TCJPD is based on a model of "Balanced and Restorative Justice." This model "enable[s] offenders to make amends to their victims and community; increase[s] offender competencies; [and] protect[s] the public through processes in which individual victims, the community, and offenders are all active participants." Within this model, youth encountering the juvenile justice system are served by a series of research-based programs designed to encourage attitudes needed to become productive law-abiding citizens and develop skills necessary to succeed within the community at large. Several divisions of TCJPD directly impact alleged and adjudicated juveniles: Court Services, Probation Services, and Detention and Residential Services. Within Court Services, juveniles are assessed for mental health issues, substance abuse, and other mitigating factors which may have led to their referral to Juvenile Probation. The goal of Court Services Division is to hold pre-adjudicated juvenile offenders and their families accountable, while building on their strengths, providing for community protection, and addressing the needs of crime victims.

## **II. Program Description:**

The Balanced and Restorative Justice model addresses issues of the victim, the offender, and the community. Through the Pot of Gold Program, juveniles and crime victims undergo victim/offender mediation. Through victim/offender mediation, both parties are given opportunities to address the crime committed and negotiate how the dispute will be resolved while at the same time investing in the community. Victims of crime are given the opportunity to define the harm done to them; juvenile offenders are given the opportunity to understand the impact of their behavior upon their victim. Through involvement in the decision-making process, the victim will have an increased chance for recovery from the trauma of the crime and the juvenile offender will have a higher stake in choosing to create a positive end result.

TCJPD recognizes that restitution is a victim's right, an avenue for justice, and a way of holding the juvenile offender accountable for the victim's losses. In the event that monetary restitution cannot be paid by the offender, the Pot of Gold Program Coordinator negotiates for the offender to work community service restitution with compensation of \$5.00 an hour. The money earned (up to \$250) will go toward paying the victim. The types of community service tasks performed by the offender include assisting the homeless and elderly and cleaning graffiti from County and City facilities. Juveniles under the age of 16, who have committed a property crime and have been assigned a public defender, are eligible for the Pot of Gold Program.

Victim/offender mediation is the tool used for addressing the needs of the victim while at the same time, reaching out to the youth, helping them to formulate characteristics that will enable them to become assets to their community rather than liabilities. The objective of the Pot of Gold Program is to increase the number of cases that are mediated with financial restitution as an outcome.

Research indicates that juveniles who are connected to the community are less likely to do harm to the community. Operating on the principles of Restorative Justice, juveniles are held accountable for their actions by accepting responsibility and actively taking part in repairing harm done. Repairing harm, as defined by the victim of the crime, not only makes direct amends to the victim, but also helps to rebuild the juvenile's relationship with the community.

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and to arrange for restitution or another solution agreeable to both parties," (<https://www.austindrc.org/mediation-services.php>).

**III. Staff Qualifications:** *N/A. Information has not been modified from previous year.*

**IV. Amount of Funding Requested:** For FY 2009, TCJPD respectfully requests \$3,000 to provide 12 youths (who otherwise would be unable to make financial restitution) the opportunity to earn and pay direct financial restitution to their crime victims. The juvenile offender will work community service hours for compensation of \$5.00 an hour. Money earned (up to \$250) will go toward paying the victim restitution. In FY 2008, only 11 youths were able to make direct restitution to their crime victims. (*Please see PAGE 5.*)

According to fresh data from TCJPD CaseWorker Information Systems, during the period of October 1, 2007 through December 31, 2007, youths aged 11-15, who were assigned a public defender, committed 66 property crimes. Internal fiscal reports show that as of October 1, 2008, Pot of Gold monies are depleted. This same report also indicates that in 2008, only 11 youths were able to make financial restitution to their crime victims. If 2007 numbers from the CaseWorker Database indicate the number of property crimes *likely* to be committed during the same period in 2008, it is not too far a stretch to say that it is *likely* 66 property crimes committed by youth unable to pay restitution to their crime victims will go untended. (*Please see Alternative Budget Request on page 6.*)

**V. Financial Information:** As a Travis County department, all Court Services accounting functions are reviewed and approved by departmental financial staff, prior to entry into the financial system; this includes invoices prepared for payment to the victim. The invoices are then processed for payment by the County Auditor, where checks are generated and signed.

The department is actively seeking additional funding to ensure that all victims are receiving the justice they deserve.

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Office of Attorney General	State Disbursement Unit	09/1/08 - 08/31/09	\$16532
Office of Attorney General	Court Ordered Parent Education Project	09/1/07 - 05/31/09	\$41,800
TC Crime Victims' Fund	Pot O' Gold	01/01/07 - 12/31/08	\$2,803
Criminal Justice Division	Byrne Memorial-Dual Diagnosis	10/01/08 - 09/30/09	\$103,888
Criminal Justice Division	Juvenile Assessment Center JABG	08/01/08 - 07/31/09	\$80,889
Criminal Justice Division	Drug Court/In-Home Services JABG	09/1/08 - 08/31/09	\$117,500
Criminal Justice Division	In-Home Family Services JJDP	09/1/08 - 08/31/09	\$70,000
SAMHSA	Drug Court	9/29/08-9/30/09	\$400,000
BJA	Mental Health Court	9/1/06-2/28/09	\$246,662
Austin Travis County/ Mental Health and Mental Retardation	CRCG	09/1/08 - 08/31/09	\$69,587
Total Program Funding:			\$8,292,525

**VII. Performance Evaluation:**

All mediations are carefully tracked using the Juvenile Probation Mediation Disposition Form. On this form, volunteer hours are logged along with basic demographic data upon completion of mediation. After each session, participants complete a Dispute Resolution Center Evaluation Form.

The Victim Services Coordinator, Marty Shumaker, monitors all reports regularly to ensure consistency and continuity in the delivery of services associated with the Pot of Gold funds. The Casworker Database is an effective tool that will be utilized more efficiently in this endeavor.

**TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT  
Travis County Crime Victim's Fund Proposal  
Detailed Budget**

<b>Category</b>	<b>TCCVF</b>	<b>Grantee</b>	<b>In-kind</b>	<b>Total</b>
Personnel	0	0	0	0
Professional and Contractual	3,000	0	0	3,000
Travel and Training	0	0	0	0
Equipment	0	0	0	0
Supplies	0	0	0	0
Total Direct Charges	0	0	0	0
Indirect Costs	0	0	0	0
<b><i>TOTAL</i></b>	<b><u>3,000</u></b>	<b>0</b>	<b>0</b>	<b><u>3,000</u></b>

**Budget Narrative**

Travis County Juvenile Probation Department (TCJPD) Court Services is requesting \$3,000 to provide 12 youth the opportunity to pay direct restitution to their crime victims. Each youth will work at an agreed upon community service agency, community group, or charitable organization for \$5.00 per hour, earning up to \$250 each in order to pay restitution.

Professional and Contractual Services are payment for Community Service Restitution.

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Following is an alternative to the suggested five (5) percent increase as put forth in the Request for Application.

**TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT  
Travis County Crime Victim's Fund Proposal  
ALTERNATIVE Detailed Budget**

Category	TCCVF	Grantee	In-kind	Total
Personnel	0	0	0	0
Professional and Contractual	7,500	0	0	7,500
Travel and Training	0	0	0	0
Equipment	0	0	0	0
Supplies	0	0	0	0
Total Direct Charges		0	0	
Indirect Costs	0	0	0	0
<b>TOTAL</b>	<u>7,500</u>	0	0	<u>7,500</u>

**Budget Narrative**

Travis County Juvenile Probation Department (TCJPD) Court Services is requesting \$7,500 to provide ~~30~~ youth the opportunity to pay direct restitution to their crime victims. Each youth will work at an agreed upon community service agency, community group, or charitable organization for \$5.00 per hour, earning up to \$250 each in order to pay restitution.

This increase in requested funding reflects data indicating the number of property crimes perpetrated by indigent juvenile offenders under the age of 16 in 2007. Internal fiscal reports show that as of October 1, 2008, Pot of Gold monies are depleted. This same report also shows that in 2008, only 11 youths were able to make financial restitution to their crime victims with Pot of Gold monies. The remainder of the year will afford no opportunity to indigent juvenile offenders to pay direct financial restitution to their crime victims with Pot of Gold monies.

In order to address the shortfall, Travis County Juvenile Probation Department (TCJPD) Court Services will provide 30 youth the opportunity to pay direct restitution to their crime victims using Pot of Gold monies.

Professional and Contractual Services are payment for Community Service Restitution.

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# **Attachment 1**

# **HUB Declaration**

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**ATTACHMENT 2**  
**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

**Overall MBE Goal: 16.5%; Sub-goals: 1.7% African-American, 9.5% Hispanic, 4.7% Native/Asian American, Overall WBE Goal: 14.2%**

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: \_\_\_\_\_ N/A \_\_\_\_\_

Certified as a HUB or an MBE/WBE/DBE source: \_\_\_ Yes  No \_\_\_ HUB Status (Gender & Ethnicity): \_\_\_\_\_

If yes, by whom: \_\_\_ State of Texas Building and Procurement Commission \_\_\_ City of Austin \_\_\_ Texas Unified Certification Program

**SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS**

State: [www.tbpc.state.tx.us/cmb/](http://www.tbpc.state.tx.us/cmb/); City: [www.ci.austin.tx.us/purchasing/](http://www.ci.austin.tx.us/purchasing/); TUCP: [www.tucp.org](http://www.tucp.org)

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
**(DUPLICATE AS NECESSARY)**

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: \_\_\_\_\_ % (List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ N/A \_\_\_\_\_ HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency (Check all applicable): \_\_\_ Texas Building and Procurement Commission \_\_\_ City of Austin \_\_\_ Texas Unified Certification Program

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (\_\_\_\_) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency (Check all applicable): \_\_\_ Texas Building and Procurement Commission \_\_\_ City of Austin \_\_\_ Texas Unified Certification Program

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (\_\_\_\_) \_\_\_\_\_

Subcontract Amount: \$u \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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# **Attachment 2**

# **Ethics Affidavit**

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**ATTACHMENT E**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS §

**Date**     October 31, 2008

**Name of Affiant**     Estela Medina

**Title of Affiant**     Chief Juvenile Probation Officer

**Business Name of Contractor**     Travis County Juvenile Probation Department

**County of Contractor**     Travis County

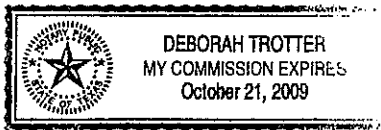
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons which is attached to this affidavit as Exhibit 1.
5. Affiant has personally read Exhibit 1 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit 1 with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed on Exhibit 2.

Signature of Affiant

*Estela P. Medina*

Estela Medina, Chief Juvenile Probation Officer  
2515 South Congress Avenue  
Austin, Texas 78704



SUBSCRIBED AND SWORN TO before me by Estela P. Medina on 10/28 2008

Notary Public, State of Texas

*Deborah Trotter*

Typed or printed name of notary

My commission expires

10/21/09

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# **Attachment 3**

## **List of Key Contracting Persons**

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**EXHIBIT B**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 21, 2008**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge ...	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe .....	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Dan Smith	
Executive Assistant .....	Melissa Velasquez*	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis .....	Seton Hospital
Executive Assistant .....	Chris Fanuel	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Karen Sonleitner	
Executive Assistant .....	Gretchen Vaden	
Executive Assistant .....	Ann Denkler	
Commissioner, Precinct 3 .....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse) .....	Charlyn Daugherty .....	Commemorative Brands, Inc.
Executive Assistant .....	Robert Moore	
Executive Assistant .....	Martin Zamzow	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Vacant	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro	
Executive Manager, Administrative .....	Alicia Perez	
Executive Manager, Budget & Planning .....	Christian Smith	
Exec. Manager, Health/Human Services .....	Sherri E. Fleming	
Executive Manager, TNR .....	Joseph Gieselman	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney ...	Randy Leavitt	
Executive Assistant, Civil Division .....	Jim Collins	
Director, Transactions Division ...	John Hille	
Attorney, Transactions Division ...	Tamara Armstrong	
Attorney, Transactions Division ...	Tom Nuckols	
Attorney, Transactions Division ...	Mary Etta Gerhardt	
Attorney, Transactions Division ...	Barbara Wilson	
Attorney, Transactions Division ...	Jim Connolly	
Attorney, Transactions Division ...	Tenley Aldredge	
Attorney, Transactions Division ...	Julie Joe	
Attorney, Transactions Division ...	Stacy Wilson	
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB*	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPB	
Purchasing Agent Assistant IV .....	Diana Gonzalez*	
Purchasing Agent Assistant IV .....	Lee Perry	
Purchasing Agent Assistant IV .....	Jason Walker*	
Purchasing Agent Assistant IV .....	Richard Villareal	
Purchasing Agent Assistant IV .....	Oralia Jones, CPPB	
Purchasing Agent Assistant IV .....	Lori Clyde, CPPB	
Purchasing Agent Assistant IV .....	Vic Chanmugam, C.P.M.*	

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**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant III .....	Jorge Talavera*	
Purchasing Agent Assistant III .....	Michael Long, CPPB	
Purchasing Agent Assistant III .....	Rebecca Gardner	
Purchasing Agent Assistant III .....	Rosalinda Garcia	
Purchasing Agent Assistant III .....	Loren Breland	
Purchasing Agent Assistant II .....	Donald E. Rollack	
Purchasing Agent Assistant II .....	Vacant	
Purchasing Agent Assistant II .....	Nancy Barchus	
HUB Coordinator .....	Sylvia Lopez	
HUB Specialist .....	Betty Chapa	
HUB Specialist .....	Jerome Guerrero	
Business Analyst II .....	Scott Worthington	
Counseling and Education Services .....	Caryl Clarke Colburn	
Counseling and Education Services .....	Teresa Goff	

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Assistant Purchasing Agent .....	Frank Holder .....	01/31/07
Executive Assistant .....	Joe Vela .....	05/15/07

\* - Identifies employees who have been in that position less than a year.

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# **Attachment 4 Disclosure**

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**EXHIBIT C**  
**DISCLOSURE**

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

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# **Attachment 5**

## **Conflict of Interest Questionnaire**

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ATTACHMENT 5

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/07

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## ATTACHMENT B QUARTERLY PERFORMANCE REPORT

Contractor: \_\_\_\_\_

Program: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Prepared by: \_\_\_\_\_

**\*\* (MUST BE CHANGED TO ACCOMMODATE EACH INDIVIDUAL ORGANIZATION)**

Performance Indicator	CURRENT QUARTER	YEAR TO DATE	ANNUAL PERFORMANCE OBJECTIVE
A. Request for Assistance			
A.1 Total number of crime victims requesting assistance.	_____	_____	_____
A.2 Number of self-referrals.	_____	_____	_____
A.3 Number of referrals from other agencies.	_____	_____	_____
B. Crime Victims Receiving Assistance			
B.1 Number of crime victims receiving direct services from your program.	_____	_____	_____
B.2 Number of crime victims referred elsewhere for services.	_____	_____	_____
C. Volunteer Involvement			
C.1 Number of volunteers working in your program.	_____	_____	_____
C.2 Number of volunteers service hours worked.	_____	_____	_____
D. Volunteer Training			
D.1 Number of volunteer training sessions held.	_____	_____	_____
D.2 Number of volunteer attending per session.	_____	_____	_____
D.3 Number of training hours, per session.	_____	_____	_____
E. Volunteer Involvement			
E.1 Number of agencies with whom you share resources.*	_____	_____	_____
E.2 Number of agencies with whom you work closely, but do not share resources. **	_____	_____	_____

\* Provide list of agencies with whom you share resources, e.g. volunteer training, office space, funds, or equipment.

\*\* Provide list of agencies from whom you receive referrals and/or work closely, but do not share resources.

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**ATTACHMENT C  
QUARTERLY EXPENDITURE REPORT  
TRAVIS COUNTY CRIME VICTIMS FUND**

Attention: Teresa Goff, Manager  
Travis County Counseling and Education Services

CONTRACTOR/PROGRAM: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_

TOTAL ALLOCATION	\$ _____
CUMULATIVE EXPENDITURES	\$ _____
CASH BALANCE, BEGINNING OF QUARTER	\$ _____
SUBTRACT EXPENDITURES FOR QUARTER	\$ _____
BALANCE AT END OF QUARTER	\$ _____

Submitted by: \_\_\_\_\_  
Signature/Title

Date submitted: \_\_\_\_\_

1

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ATTACHMENT D

**Travis County Crime Victims Funds  
Quarterly  
Advisory Board Meetings  
For Contract Year 2009**

(January 1, 2009 – December 31, 2009)

**First Quarter:** January 1, 2009 to March 31, 2009  
**MEETING:** January 15, 2009  
**Report Due Date:** April 30, 2009  
**First Pay Out:** **January 2009**

**Second Quarter:** April 1, 2009 to June 30, 2009  
**MEETING:** April 16, 2009  
**Report Due Date:** July 31, 2009

**Third Quarter:** July 1, 2009 to September 30, 2009  
**MEETING:** July 16, 2009  
**Report Due Date:** October 31, 2009  
**Second Pay Out:** **August 2009**

**Fourth Quarter:** October 1, 2009 to December 31, 2009  
**MEETING:** October 15, 2009  
**Report Due Date:** January 31, 2010

**All meetings are from 12 noon – 1:30 p.m.  
CES Service Center  
At 5501 Airport Blvd #203A  
Conference Room on the 2nd Floor**

\*Please bring your Quarterly Report from the previous quarter to the meeting if it is already prepared

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**TRAVIS COUNTY PURCHASING OFFICE**

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

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

18

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

*Cyd V. Grimes 1/30/09*

**Voting Session: Tuesday, February 10, 2009**

**REQUESTED ACTION: APPROVE PROCUREMENT CARD POLICIES AND PROCEDURES FOR USE BY THE TRAVIS COUNTY PURCHASING OFFICE. (PURCHASING AGENT)**

***Points of Contact:***

**Purchasing:** Cyd Grimes

**Department:** Purchasing - Cyd Grimes, Bonnie Floyd

**County Attorney (when applicable):** John Hille, Barbara Wilson

**County Planning and Budget Office:** Leroy Nellis, Randy Lott

**Other:** Jose Palacios, April Bacon

To expedite certain purchases, specifically internet purchases and purchases from vendors who will not accept a County purchase order, the Purchasing Agent requests approval of the Travis County Purchasing Office P-Card Policies and Procedures (attached). The Procurement Card Program is established with JP Morgan Chase through the Texas Comptroller of Public Accounts under automated state contract 946-A1. The use of procurement cards by the Purchasing Office will increase efficiencies and expedite purchases for using departments with vendors who will not accept purchase orders from the County.

Both the County Attorney and the Auditor's Office have been involved in the development of these procedures.

APPROVED ( )

DISAPPROVED ( )

BY TRAVIS COUNTY

COMMISSIONER'S COURT ON:

\_\_\_\_\_  
DATE

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

# TRAVIS COUNTY PURCHASING OFFICE P-CARD POLICIES AND PROCEDURES

## 1.0 PURPOSE

These policies and procedures are to establish the methodology for employees of the Travis County Purchasing Agent to use purchasing cards and define the limits of their use in making purchases of Items. These policies and procedures are expected to provide Travis County with a method to purchase from vendors who do not accept purchase order, and provide a quicker turnaround of requests for low-dollar-value Items and to reduce paperwork and handling costs. Payments to vendors are made via the P-card settlement system. Travis County makes monthly settlements with the P-card Issuer.

## 2.0 ATTACHMENTS

The following forms are attached and form an integral part of the procedures for use of P-cards:

- 2.1 Enrollment/Request Form
- 2.2 Employee P-card Agreement
- 2.3 Purchasing Log
- 2.4 Dispute Report

## 3.0 GENERAL

### 3.1 DEFINITIONS

3.1.1 *P-card*: A card issued by the P-card Issuer to a Cardholder which allows the Cardholder to purchase Items on credit within the limits authorized by the P-card Issuer as directed by the Purchasing Agent.

3.1.2 *Cardholder*: Employee of the Travis County Purchasing Agent who

- (a) has been selected by the Purchasing Agent as honest, responsible, reliable, and likely to need to purchase Items not on solicited contracts,
- (b) has signed an Employee P-card Agreement in the form in the attachments,
- (c) has been issued a P-card, and
- (d) is authorized to use that P-card only to make purchases in strict compliance with these policies and procedures.

3.1.3 *Item*: Any good or service that is to be purchased for use by Travis County.

3.1.4 *P-card Issuer*: The financial institution that provides P-cards upon submission of a properly completed Enrollment/Request Form, authorizes the Single Purchase Limit and the overall monthly limit requested by the

Purchasing Agent in that form, provides Statements and directly pays the vendors.

3.1.5 *Administrator*: The Purchasing Agent who administers the P-card Policies and Procedures and regularly reviews the use of each P-card that has been issued, certifies a Cardholder's Statement, and enforces the P-card policies and procedures whenever there is any non-compliant use.

3.1.6 *Purchasing Agent*: Travis County Purchasing Agent Cyd V. Grimes or her designee.

3.1.7 *Purchasing Log*: A list of Items purchased using a specific P-card including the description of the Item, the vendor and other relevant information that is maintained by each Cardholder

3.1.8 *Statement*: The monthly listing of all transactions made using the P-card, which is prepared and distributed directly to the Cardholder by the P-card Issuer.

3.1.9 *Single Purchase Limit*: The maximum allowable value of a transaction authorized for a specific Cardholder on a specific P-card that is assigned by the P-card Issuer based on the instructions of the Administrator which may vary from P-card to P-card which shall not exceed \$2,500 for any Cardholder on a specific P-card.

3.1.10 *Transaction limit*: The maximum allowable number of transactions authorized for a specific Cardholder on a specific P-card during a single month, which shall not exceed 10 for any for any Cardholder on a specific P-card.

3.1.11 *Unauthorized Purchase*: A purchase that does not comply with the P-Card Issuing Agreement and/or the Travis County Purchasing Office P-Card Policies and Procedures

#### **4.0 PROCEDURE:**

##### **4.1 APPLYING FOR A P-CARD**

4.1.1 The Administrator may propose employees of the Purchasing Office to be Cardholders by submitting a properly completed but unsigned Enrollment/Request Form to the Purchasing Agent. The Purchasing Agent determines whether the employee is an appropriate person to be issued a P-card based on the requirements in 3.1.2. (a) and, if so, determines and indicates the Single Purchase Limit and overall monthly limit authorized for that employee on the Enrollment/Request Form and approves submission of the Enrollment/Request Form to the P-card Issuer after the employee complies with 4.1.3.

4.1.2 The Administrator shall give the approved employee a copy of these policies and procedures.

4.1.3 To obtain a P-card, the employee must complete **all** of the following:

- (a) read the P-card Policies and Procedures.
- (b) read and sign a properly completed Employee P-card Agreement which states that the employee understands the P-card Policies and Procedures and the responsibilities of a Cardholder; and
- (c) sign the previously submitted Enrollment/Request Form which contains all information required to be issued a P-Card.

4.1.4 After an employee complies with 4.1.3, the Administrator shall submit the Enrollment/Request Form to the P-card Issuer and provide the P-card to the Cardholder when it is available. The unique card that the Cardholder receives directly from the P-card Issuer has his or her name embossed on it and **ONLY** the Cardholder is authorized to use it. The Cardholder shall **NOT ALLOW ANY OTHER PERSON** to use that card. The Cardholder is responsible for all use of his or her card.

4.1.5 The Administrator or her designee shall maintain all records related to P-card requests, authorized limits, Cardholder transfers, and information about lost, stolen, and destroyed P-cards. The Administrator shall also notify the P-card Issuer of all P-card requests, authorized limits, Cardholder transfers, and information about lost, stolen, and destroyed P-cards.

## 4.2 CHECKLIST FOR PURCHASING WITH A P-CARD

4.2.1 The Cardholder may make purchasing transactions on behalf of Travis County with the approval of the Administrator.

4.2.2 The Cardholder shall limit use of the P-Card to the following conditions:

- (a) The Cardholder shall not make purchases where the value of the transaction exceeds his or her Single Purchase Limits.
- (b) The Cardholder shall not split payment for a purchase into multiple transactions to stay within his or her Single Purchase Limit.
- (c) The Cardholder shall not purchase any "over the counter" Items unless the Items are immediately available at time of P-Card use.
- (d) The Cardholder shall not use the P-card to purchase any back-ordered merchandise.
- (e) The Cardholder shall not exceed the number of transactions or the dollar limits of authorized transactions.

4.2.3 The Cardholder shall **not** use the P-Card for the following:

- (a) Personal purchases or purchases for family members or friends;
- (b) Identification;
- (c) Entertainment expense or meals or lodging, rental car, airfare or other travel expenses;
- (d) Cash advances or money orders;
- (e) Telephone calls or monthly service for any utility;
- (f) Gasoline, oil, or other automotive supplies;
- (g) Alcoholic Beverages or tobacco products; or
- (h) Any additional Items that may be restricted by other Travis County policy.

4.2.4 If a Cardholder makes any unauthorized purchases or uses the P-Card in any unauthorized manner, the Cardholder shall pay Travis County for the total dollar amount of these unauthorized uses and purchases plus any administrative fees charged by the P-card Issuer and any other costs associated with the unauthorized use. The Cardholder is also subject to disciplinary action for unauthorized use the severity of which is consistent with the seriousness of the unauthorized used and which may include termination.

4.2.5 Before making any purchase, the Cardholder shall determine if the Item is available under a county contract and whether the contract establishes an exclusive provider relationship. If the contract **does** establish an exclusive provider relationship, the Cardholder shall not purchase the Item. If the Item is available under a county contract that does not establish an exclusive provider relationship for the Item, the Cardholder shall not purchase it with the P-card unless the P-card transaction would result in better quality at a better price and would provide Travis County with the best value and the reasons for this are documented on the purchase order.

4.2.6 Before making any purchase, the Cardholder shall process a request for a purchase order to the vendor that includes all generally required information, such as the appropriate expenditure account, that references the P-card Issuer and P-card clearing account in the purchase order as the account code and estimates the amount expected to be purchased using the P-card. To verify funds availability, a purchase order is issued but not mailed in order

4.2.7 If the Items are not available on a county contract and their value is \$2500.00 or less, the Cardholder may purchase Items from a vendor without comparing sources or competition between vendors in compliance with the Travis County Purchasing Policies and Procedures.

4.2.8 If vendors furnish a standing price quotation or catalog price on a recurring basis, the Cardholder shall check that the price listed is current.



4.2.9 When a vendor confirms that the Item is available and meets the specification and delivery requirements, the Cardholder shall confirm that the vendor accepts the P-card and that sales taxes are not payable on the Item purchased or charged to the transaction.

4.2.10 When the Cardholder makes an "Over the Counter" purchase, the Cardholder shall make certain that the vendor lists the quantity and fully describes the Item(s) on the P-card receipt. The Cardholder shall document the transaction in the Purchasing Log.

4.2.11 When the Cardholder makes a purchase by telephone, the Cardholder shall document the transaction on the Purchasing Log and retain all shipping documentation.

4.2.12 When the Cardholder makes a purchase over the Internet, the Cardholder shall document the transaction on the Purchasing Log and retain purchase confirmation and all shipping documentation, if applicable.

4.2.12 If the Item is to be shipped, the Cardholder shall direct the vendor to include the following information on the packing list or shipping label:

- (a) Cardholder's name and telephone number,
- (b) Complete delivery address,
- (c) The words "P-Card Purchase", and
- (d) The vendor's order number.

4.2.13 The Cardholder shall advise the Purchasing Office receptionist who receives deliveries about the expected delivery including the vendor's name, the order number, the anticipated delivery date, the number of boxes expected, and the carrier (UPS, Fed Ex, etc.). The receptionist shall notify the Cardholder when delivery is made so that the Cardholder can retain proper documentation. The vendor must deliver all purchases to the Cardholder ordering the Item to ensure that the documents necessary for record keeping are readily available to the Cardholder.

#### 4.3 P-CARD RETURNS

4.3.1 If Items purchased by the use of the P-card are unacceptable because the wrong Item is received, the Item received is not satisfactory, or is damaged or defective, or is a duplicate order; the Cardholder should contact the vendor to explain the problem. The Cardholder shall obtain replacement or correction of the Item or inquire about return policies within one business day after an issue is discovered. Immediate action to resolve a dispute is of extreme importance.

4.3.2 If the vendor has not replaced or corrected the Item by the date the Cardholder receives his or her Statement, the Cardholder shall consider the purchase of the Item in dispute.

4.3.3 If the Cardholder is disputing a charge, he or she shall:

- (a) Contact the vendor to negotiate an appropriate resolution.
- (b) If contacting the vendor does not resolve the issue, complete a Dispute Report and submit it to the P-card Issuer's representative with copies of the Dispute Report to the Administrator and County Auditor.
- (c) If an Item has been returned, the Cardholder shall request a credit voucher. If the Cardholder receives a credit voucher, the Cardholder shall verify that the credit is reflected on the Statement.
- (d) **The Cardholder shall not accept a cash refund under any circumstances.**

4.3.4 The Cardholder shall maintain a list of all disputed Items that have not been resolved and prepare a monthly report noting the Items from previous months.

4.4 CARDHOLDER RECORD KEEPING

4.4.1 For each P-card transaction, the Cardholder shall retain documentation to verify the purchases listed on the Cardholder's Statement.

4.4.2 The Cardholder shall continually maintain the Cardholder's Purchasing Log and include all pertinent information about each and every P-card purchase legibly in it.

4.4.3 When the Cardholder makes an "Over the Counter" purchase, the Cardholder shall retain the invoice and "customer" copy of the P-card receipt.

4.4.4 When the Cardholder makes a purchase by telephone, the Cardholder shall retain the documentation in the Purchasing Log and retain all shipping documentation.

4.4.5 The Cardholder shall send a copy of the Purchasing Log for the period covered by the Statement with the Cardholder's Statement to the Administrator within five (5) days after receipt of the Statement each month.

4.4.6 If purchased Items or credits are not listed on the Statement, the Cardholder shall retain the applicable transaction documentation until the next Statement. If the purchase Item or credit does not appear on the next Statement or the second following billing cycle Statement, the Cardholder shall notify the Administrator and the Purchasing Agent.

4.5 REVIEW OF MONTHLY STATEMENT

4.5.1 When the Cardholder receives the Statement from the P-card Issuer at the end of each billing cycle, the Statement should list the

Cardholder's P-card transactions for that period, the Cardholder shall check each transaction listed on the Statement against his or her Purchasing Log, receipts and any shipping documents to verify the Statement and note any discrepancies.

4.5.2 Upon receipt of the Statement from the P-card Issuer, the Cardholder shall write the applicable purchase order number next to the corresponding line item on the Statement, and send a copy of the Statement with the charges and the certified original Purchasing Log, to the County Auditor for payment processing.

4.5.3 The Cardholder shall carefully match complete supporting documents to the Purchasing Log and then to the Statement. The Cardholder shall neatly attach the original sales documents (purchase order, packing slip, invoice, cash register tape and P-card slips, etc.) for all Items listed on the Statement to the Statement and Purchasing Log in the order the transactions are listed in the Purchasing Log to facilitate audit substantiation. **IF THE CARDHOLDER DOES NOT ADHERE TO THIS PROCEDURE WITHIN 5 DAYS OF RECEIPT OF THE STATEMENT, THE ADMINISTRATOR SHALL REVOKE THE CARDHOLDER'S AUTHORITY TO USE THE P-CARD.**

4.5.4 If the Cardholder does not have documentation of a transaction listed on the Statement, he or she shall attach a certified statement that includes a description of the Items purchased, date of purchase, vendor's name, and the reason for lack of supporting documentation.

4.5.5 If there are any discrepancies, the Cardholder shall list the transactions incorrectly billed and show that the Item has been disputed.

4.5.6 The Cardholder shall sign the Statement, and present the Statement and supporting documentation to the Administrator for review. The Cardholder shall present the list of Cardholder's disputed Items to the Administrator.

4.5.7 The Administrator shall maintain a master list of all unresolved disputed Items on Statements.

4.5.8 If the Cardholder does not present a Statement and supporting documentation to the Administrator on a timely basis, the Administrator shall terminate the P-card and require the Cardholder to return the P-card to the Administrator.

4.5.9 Within 1 calendar day of receipt from the Cardholder, the Administrator shall forward the original signed and approved Statements and copies of supporting documentation to the Purchasing Agent for review, approval, and signature.

4.5.10 To minimize the risk of late charges and fees within **three (3) calendar days** after receipt of the Statement and supporting documentation, the Purchasing Agent shall check the Cardholder's Statement and Purchasing Log and confirm at least the following:

- (a) Receipts and shipping documents exist for each purchase.
- (b) The goods were received or the services were performed.
- (c) The Cardholder has complied with applicable procedures, including these P-Card policies and procedures.

4.5.11 The Purchasing Agent shall return the certified Statements and supporting documentation to the Administrator within **three (3) calendar days** of receipt of the initial package.

4.5.12 If the Purchasing Agent discovers missing documentation, failure to comply with the P-card policies and procedures, failure to comply with any Purchasing policies and procedures, or other discrepancies or issues; the Purchasing Agent shall immediately notify the Administrator to investigate the discrepancies. If there are no discrepancies or issues, the Purchasing Agent shall sign and approve the Cardholder's Statement for submission to the County Auditory for payment.

4.5.13 The Purchasing Agent's approval and signature on a Cardholder's Statement indicates that the Cardholder was authorized to make the purchases listed on the Statement and that those purchases were made in accordance with the applicable procedures.

4.5.14 The Administrator shall retain the Statements, original receipts, and supporting documentation for County files for a minimum of four years, and make those records available for audit upon request.

#### 4.6 MONTHLY STATEMENT SUMMARIES

4.6.1 The contract with the P-card Issuer shall require the P-card Issuer to provide monthly Statement Summaries listing all transactions of all Travis County Cardholders to the Administrator. These summaries allow the Administrator to track each Cardholder's activities. These summaries act as a checklist for the Administrator to anticipate the Statements that are due from each Cardholder.

#### 4.7 1099 CALENDAR YEAR REPORT

4.7.1 The contract with the P-card Issuer shall require that the P-card Issuer provide a report of all vendors from which purchases were made through the credit card that may be 1099-reportable within five business days of the end of each calendar year. The Administrator shall use all reasonable efforts to obtain this statement from the P-card Issuer on a timely basis and provide this report to the Auditor's Office no later than January 10 of each year or as soon after that as the Administrator can obtain the report. If the report is not received timely, the Administrator

shall take all appropriate measures to remedy any breach of the P-card contract. The County Auditor shall compare the report from the P-card Issuer with other County purchases to determine if the combined total of purchases for each vendor is 1099 reportable.

#### 4.8 FOREIGN VENDOR 1042 REPORTING

4.8.1 Only the Administrator is authorized to make P-card purchases from foreign vendors. Before any credit card purchases are made from foreign vendors, the Administrator shall coordinate with the County Auditor to determine the appropriate tax forms to be completed, require the vendor to complete these tax forms, and receive the tax forms from the vendor. If the tax law requires that Travis County withhold money from a foreign vendor's payment, the credit card can not be used to make the purchase.

#### 4.9 CARD SECURITY

4.9.1 The Cardholder is responsible for safeguarding the P-card and the account number.

4.9.2 If the P-card is lost or stolen, the Cardholder shall immediately notify the P-card Issuer at **1-800-890-0669**. P-card Issuer's representatives are available 24 hours a day. The Cardholder must tell the representative that the call is regarding a Travis County P-Card. The Cardholder shall notify the Administrator immediately if it is lost or stolen. The Cardholder is responsible for any unauthorized use of the P-card that is posted to the Statement after the P-card is lost or stolen. The Cardholder is also subject to disciplinary action the severity of which is consistent with the Cardholder's degree of responsibility for the loss or theft and may include termination.

4.9.3 A new P-card may be issued to the Cardholder after the reported loss or theft if the Cardholder provides evidence that the loss or theft was not avoidable and not due to any carelessness or inappropriate behavior by the Cardholder. If a Cardholder finds a P-card that was reported lost or stolen, the Cardholder shall destroy the recovered P-card and return the pieces to the Administrator.

4.9.4 The Cardholder shall not allow anyone else to use his or her account number.

4.9.5 If the Cardholder allows anyone else to use his or her P-card or provides anyone else with his or her account number, the Administrator shall revoke the Cardholder's authority to use the P-card and require the Cardholder to return the P-card to the Administrator. The Cardholder is also subject to disciplinary action, the severity of which is consistent with the seriousness of the unauthorized used and may include termination.

4.9.6 If the Administrator revokes the authority of a Cardholder to use a P-card or if any Cardholder stops working for the Travis County Purchasing Office, the Administrator shall notify the P-card Issuer in writing to cancel that Cardholder's P-card immediately.

#### 4.10 CARDHOLDER SEPARATION

4.10.1 Before a Cardholder stops working for the Travis County Purchasing Office, the Cardholder shall surrender the following to the Administrator

- (a) P-Card
- (b) Purchasing Log since the last Statement period ended,
- (c) original sales documents like the purchase order, invoice, cash register tape and P-card slips, for Items not previously list on a Statement
- (d) original delivery documents like packing slip, cash register tape and P-card slips for Items not previously list on a Statement, and
- (e) all information and documents related to disputed Items that have not previously been resolved, and
- (e) any other relevant documentation

4.10.2 Upon receipt of these, the Administrator will review, and approve the Purchasing Log. The responsibility for the surrendered P-card remains with the Cardholder until the Purchasing Agent receives it.

4.10.3 If a Cardholder makes an unauthorized purchase, the Administrator shall require the Cardholder to pay the County for the total dollar amount of all unauthorized purchases and other unauthorized costs charged to the P-card immediately. If the Cardholder does not pay for the unauthorized purchase immediately, the Administrator shall notify the Cardholder that the total dollar amount of all unauthorized purchases and other unauthorized costs charged to the P-card is a debt due and owing to the county and no funds are payable by the County to the Cardholder until the debt is paid. The amount may be deducted from the Cardholder's pay check unless a settlement agreement with the Cardholder provides for installment deductions to pay the amount over time. The Administrator shall notify Payroll Disbursement that a payroll deduction is necessary and prepare the forms requested by the County Auditor for this purpose.

4.10.4 If it is anticipated that a Cardholder may terminate employment, either voluntarily or involuntarily or if a Cardholder has given notice of termination, the Administrator shall determine whether there are any unauthorized purchases since the last certified Purchasing Log was submitted by the Cardholder. In addition, the Administrator shall determine whether there are any amounts still due from previous

unauthorized purchases. If there are any such amounts due, the Administrator shall require the Cardholder to pay the County the entire amount due immediately. If the Cardholder does not pay for the entire amount due immediately, the Administrator shall notify the Cardholder that the entire amount due is a debt due and owing to the county and will be deducted from the Cardholder's pay check. The Administrator shall determine the amount of compensation and accrued leave available to pay any the amounts due and payable. If there is any amount due to the County as a result of unauthorized purchases or and other unauthorized costs charged to the P-card, the Administrator shall not allow the terminating Cardholder to use any accrued leave until the entire amount due is paid in full. The Administrator shall notify Payroll Disbursement that a payroll deduction is necessary and prepare the forms requested by the County Auditor for this purpose.

4.10.5 If the Administrator does not follow the procedures in 4.10.3 and 4.10.4 timely to ensure that the Cardholder pays any amount due to the County as a result of unauthorized purchases or and other unauthorized costs charged to the P-card in full on or before termination, the Administrator is liable for the unpaid amounts that result from this negligence.

4.10.6 If the Administrator does not require any Cardholder to sign the "Employee P-Card Agreement," before a P-card is issued to the Cardholder, the Administrator is liable for the unpaid amounts that result from this negligence.

## TRAVIS COUNTY PURCHASING OFFICE P-CARD PROGRAM ENROLLMENT/REQUEST FORM

I request that I be enrolled in the Travis County Purchasing Office P-Card Program. I understand that, if approved, I will be issued a P-card in my name that I can only use for authorized official Travis County business. As a Cardholder, I understand that I will be required to sign an Employee P-card Agreement before a P-card is issued to me.

REQUESTOR'S NAME: \_\_\_\_\_

EMPLOYEE ID NUMBER: \_\_\_\_\_

DEPARTMENT AND DEPARTMENT HEAD: Purchasing

IMMEDIATE SUPERVISOR OF REQUESTOR: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

DEPARTMENT ADDRESS: P. O. Box 1748

DEPARTMENT PHONE #: 512-854-9700

DEPARTMENT HEAD NAME: Cyd Grimes

IMMEDIATE SUPERVISOR: \_\_\_\_\_

I request a Single Purchase Limit of \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_ per month. Attached to this form is a list of merchants/product categories/activities to be restricted from purchase by this Cardholder (*to be completed by Purchasing Agent*).

*For Purchasing Office Use Only*

Card Number: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Date Returned/Cancelled: \_\_\_\_\_ Holder's Initials: \_\_\_\_\_

Date of Training/Policy Issuance: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

As Cardholder, my signature acknowledges that I have received the listed P-card, training and P-card policies and procedures.

\_\_\_\_\_  
*Cardholder Signature* \_\_\_\_\_  
*Date*



## EMPLOYEE P-CARD AGREEMENT

I, \_\_\_\_\_, request a Purchasing Card ("P-Card") through the Travis County Purchasing Office P-Card Program. As a Cardholder, I agree to comply with the following terms and conditions related to my use of the P-Card.

I understand that I am being entrusted with the P-Card and am making financial commitments on behalf of Travis County.

I understand that Travis County is ultimately liable to the P-card Issuer for all charges made on the P-Card.

I acknowledge that I am liable for all charges for purchases that are made that are not in compliance with this Agreement or not in compliance with the Travis County Purchasing Office P-Card Policies and Procedures (the "Policies"), a copy of which is attached to this Agreement.

I have received a copy of the Policies and understand the requirements of the use of the P-Card. I shall use the P-Card only for purchases made in compliance with the Policies. I shall not to make any personal purchases or any other purchase in violation of the Policies. I understand that the burden of proof will be upon me to show that the items were purchased in compliance with the Policies. I agree to obtain the best value for Travis County when using the P-Card to make a purchase.

If the P-Card is used in a manner not authorized by the Policies, I agree to notify the Purchasing Agent immediately. I understand that the County Auditor and the Purchasing Agent audit the use of the P-Card and that the Purchasing Agent takes appropriate actions to enforce this Agreement and violations of the Policies. If I do not follow the Policies, I shall return the P- card to the Purchasing Agent and I am also subject to disciplinary action, the severity of which is consistent with the seriousness of the violation of the Policies and may include termination.

I understand that it is my responsibility to safeguard the P-Card and account number and that I am personally liable for any charges resulting from my failure to safeguard the P-Card and account number. If the P-Card is lost or stolen, I shall notify the Purchasing Agent and P-Card Issuer immediately.

I agree to return the P-Card immediately upon request or upon termination of my employment (including retirement).

**If I make purchases in violation of the Policies I am subject to disciplinary action, as well as liability for the total dollar amount of these unauthorized purchases, including any administrative fees charged by the P-Card Issuer or other associated costs in connection with the misuse.**

I authorize the County Auditor to deduct total dollar amount of all purchases and other costs charged to the P-Card issued to me that are made not in compliance with this Agreement or with the Travis County Purchasing Office P-Card Policies and Procedures from my pay.

<i>Employee Signature</i>	<i>Employee ID#</i>	<i>Date</i>	<i>Department</i>
<i>Purchasing Agent</i>			<i>Date</i>

Attachment 2



## TRAVIS COUNTY P-CARD PROGRAM DISPUTE REPORT

In accordance with the Travis County P-Card Program policies and procedures, the listed Item is in dispute:

Item Ordered:	_____
Date Ordered:	_____
Date Received:	_____
Authorized Amount:	_____
Statement Amount:	_____
Vendor:	_____

Card Number:	_____
Cardholder Name:	_____
Phone Number:	_____
User Department:	_____
Department Account:	_____

Reason for Dispute: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Actions taken to Remedy: \_\_\_\_\_  
\_\_\_\_\_

# 19



Travis County Commissioners Court Agenda Request

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB - 3 PM 4:45

Voting Session 2/10/09  
(Date)

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

I. A. Request made by: Joseph P. Gieselman Phone # 854-938  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**Consider and take appropriate action on alternative short form plat subdivision review fees.**

C. Approved by:

\_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct Two

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

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

Anna Bowlin: 854-7561 Cynthia McDonald: 854-4239

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

\_\_\_ Additional funding for any department or for any purpose

\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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

**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

Voting Session: Feb. 10, 2009  
(Date)

Work Session  
(Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854.9437  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

*Carl B. Bischoff*

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -5 PM 4:25

B. Requested Text:

- A. **Approval of Reimbursement Resolution for FY 09 Vehicle Purchases**
- B. **Approval to Modify Fleet by Adding Five Electric Vehicles and Removing Two Pick-up Trucks.**
- C. **Approval to Purchase One Trailer Maintained Message Sign.**
- D. **Consider and Take Appropriate Action On The Use of the Local Initiative Project Contract To Pay For 50% of the Propane Powered Lawnmowers, Electric Vehicles, Hybrid Vehicles, Solar Powered Changeable Message Sign, Propane School Buses for Manor ISD, Flex Fuel Vehicles for the City of Manor, and Hybrids for the City of Austin.**

C. Approved by: \_\_\_\_\_  
Signature of County Judge Bischoff

- 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:

Jon White, TNR Natural Resources  
 Thomas Weber, TNR Natural Resources  
 Mike Joyce, TNR Fleet  
 Adele Noel, TNR Natural Resources  
 Charles Bergh, TNR Parks 854.9408  
 Robert Armistead, TNR Parks 854.9831  
 Cynthia McDonald, TNR Financial Services 854.4239

III. Required Authorizations: Please check if applicable:

- \_\_\_\_\_ Planning and Budget Office (473-9106)
- \_\_\_\_\_ Additional funding for any department or for any purpose
- X Transfer of existing funds within or between any line item budget
- X Grant

Human Resources Department (473-9165)

Last Updated 2-6-09 ~~As change~~ in your department=s personnel (reclassifications, etc.)

Purchasing Office (473-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorneys Office (473-9415)

Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

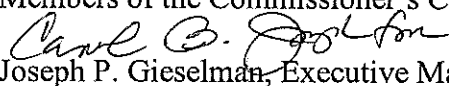
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

February 2, 2009

### MEMORANDUM

TO: Members of the Commissioner's Court  
FROM:   
Joseph P. Gieselman, Executive Manager TNR  
SUBJECT: 2009 Vehicle Request and Use of Local Initiative Project

#### Proposed Motion:

- A. Approval of Reimbursement Resolution for FY 09 Vehicle Purchases.
- B. Approval to Modify Fleet by Adding Five Electric Vehicles and Removing Two Pick-up Trucks.
- C. Approval to Purchase One Trailer Maintained Message Sign.
- D. Consider and Take Appropriate Action On The Use of the Local Initiative Project Contract To Pay For 50% of the Propane Powered Lawnmowers, Electric Vehicles, Hybrid Vehicles, Solar Powered Changeable Message Sign, Propane School Buses for Manor ISD, Flex Fuel Vehicles for the City of Manor, and Hybrids for the City of Austin.

#### Summary and Staff Recommendations:

##### A. Approval of Reimbursement Resolution for FY 09 Vehicle Purchases.

TNR is requesting approval of a Reimbursement Resolution totaling \$1,328,530 from the unallocated reserve account 001-9800-981-9898 to the appropriate expense accounts for the purchase of FY 09 replacement vehicles.

TNR is requesting that these funds be made available earlier (ASAP) than the C.O. fund would allow for the following reasons:

- Travis County must put the grant-funded vehicles into operation by August 30, 2009 to qualify for Local Initiative Project Contract (LIP) matching funds.
- If we meet all the criteria Travis County positions itself to be reimbursed \$408,271.57 through the Local Initiative Project Contract (LIP).
- For TNR to get orders in by manufacturer's order cut-off date, which is between late February and mid March, it is imperative that funding be made available now.
- It takes 3 to 4 weeks going through all the steps to get a Purchase Order from time of funding.
- The later the orders go in, the longer the delivery time will be, and/or if the manufacturer has reached its capacity of orders, they will not accept our order and we will not receive vehicles at all.
- If vehicle deliveries are delayed, then Travis County can anticipate additional costs to maintain the existing fleet and added down time.

**B. Approval to Modify Fleet by Adding Five Electric Vehicles and Removing Two Pick-up Trucks.**

TNR Parks is requesting the Court to approve replacing a ¾-ton GMC pickup truck and a 1-ton GMC crew cab pickup truck with five electric vehicles, greatly decreasing our carbon footprint.

We are requesting this fleet increase/modification in order to improve the way we operate at our three (3) Metropolitan Parks (Southeast Metro, East Metro, and Northeast Metro). Currently, staff utilizes a combination of full-size pickup trucks and utility vehicles to perform the daily maintenance at these facilities. Most on-site tasks require no more than one or two workers, thus the compact size of the electric vehicles will not only accommodate personnel and equipment, but will also provide greater maneuverability and will have less impact on turf and grounds during off-pavement use. Off site travel is infrequent, thus some of our less fuel-efficient full size trucks are being used solely inside parks for tasks that are better suited for electric vehicles.

The use of electric vehicles will not only be cost effective, it will also allow us to distribute our workforce more efficiently.

We are able to fund this request with savings from FY 09 funds that were budgeted for replacement of five (5) Toro mowers. See bullets below.

**Budgeted**

- FY 09 Budgeted Money for Vehicle Replacement  
5 Toro Groundsmaster Mowers      5 x \$18,500.00      (\$92,500.00)

**Request:**

- Cost of 5 Dixie Chopper Riding Mowers  
LP-3000-72 (Propane)      5 x \$10,174.74      \$50,873.70





location without refueling every eight hours, and is a very efficient use of alternative fuel sources. The existing changeable message board owned by the County is diesel powered, which reduces the usability based on duration of use and manpower to keep a full fuel tank.

The existing diesel powered message board is not effective if it is needed for more than 8 hours, because the generator will run out of gas, and then the back-up battery is drained within 2 hours. The requested solar powered message board is capable of running off stored solar power for more than 24 hours even on cloudy days, thus capable of running for days without requiring any fuel or manpower.

Currently, when a message board is required overnight or over the weekend, Road & Bridge has to send an ERT (emergency response team) member after hours to fill up the fuel tank. If the fuel is not replenished, the back-up battery will quickly become drained (not to mention the sign turns off), and thus needs to be sent to the fleet shop for a 24-hour "trickle charge".

**D. Consider and Take Appropriate Action On The Use of the Local Initiative Project (LIP) Contract To Pay For 50% of the Propane Powered Lawnmowers, Electric Vehicles, Hybrid Vehicles, Solar Powered Changeable Message Sign, Propane School Buses for Manor ISD, Flex Fuel Vehicles for the City of Manor, and Hybrids for the City of Austin.**

These projects were selected based on criteria outlined in the LIP contract and because these projects are important in improving air quality. Each of these projects must be approved by TCEQ and a Notice To Proceed received by Travis County before the equipment is ordered. For all of the projects, older, less efficient equipment will be replaced with equipment that is newer, more efficient, and less polluting. For each piece of equipment purchased using LIP funds, one like piece of equipment will be destroyed. For example, for every hybrid that is purchased, one older, less efficient vehicle must be destroyed. For every propane-powered lawnmower purchased, one diesel-powered lawnmower will be destroyed.

Project costs exceed LIP funds available, since one or more of the projects may not be approved by TCEQ. This helps assure we spend all of the LIP funds to improve air quality. Total expenditures will not exceed the contract amount of \$816,543.14. If all projects are approved by TCEQ, Travis County projects will receive priority.

These projects will be paid for using a combination of funds from the FY09 TNR budget and the Local Initiative Projects (LIP) contract with TCEQ except for the school buses and vehicles for the Cities of Manor and Austin and Manor ISD. The cost of these projects will be funded by 50% of the LIP funds and 50% from each City and ISD.

Attached are summary reports for each proposed project detailing the cost and effectiveness for each project.

Transitioning to cleaner equipment is critical in the effort to remain in attainment of federal air quality standards. Therefore, Staff recommends approval.

**Budgetary and Fiscal Impact:**

**A. Approval of Reimbursement Resolution for FY 09 Vehicle Purchases.**

Temporary use of general fund reserves pending receipt of bond proceeds.

**B. Approval to Modify Fleet by Adding Five Electric Vehicles and Removing Two Pick-up Trucks.**

- If we do not purchase the electric vehicles and keep the pickup trucks we would have a savings of \$67,063.25 instead of \$16,681.25 in our FY 09 Vehicle Purchases, however the pickups would be replaced in the near future negating the bulk of this savings.
- The annual savings of operating the five electric vehicles versus the two identified pickup trucks is approximately \$3,946. This is based on the assumption that the combined mileage of the five electric vehicles will be comparable to the mileage of the two pickup trucks.
- Based on current prices it will cost approximately \$17,000 more to replace five electric vehicles when they are due for replacement than the cost of replacing the two pickup trucks.

**C. Approval to Purchase One Trailer Maintained Message Sign.**

The estimated cost of a solar powered changeable message board is \$18,000. The LIP grant, if approved would pay 50% of the costs.

**D. Local Initiative Project**

The amount of funds awarded to Travis County in the LIP contract is \$816,543.14. The cost for all of the projects for Travis County is \$994,958.70. This includes the purchase of two compactor rollers approved by Commissioners Court on January 6, 2009. Travis County will pay half of that amount, \$497,479.35, and the other half will be paid for using the LIP contract. The cost in the amount of \$26,997 for the three additional electric vehicles will be paid for using 100% Travis County funds. Cost of the projects for the Cities and MISD is \$858,973.78. The Cities and MISD will pay half the cost, \$429,486.89, and the LIP funds will be used to pay for the other half of the cost.

**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 to Travis County in order for the County to assist qualifying individuals with repair or replacement of their vehicles that are registered in the county and that fail a mandatory emissions inspection, or if the vehicle is over 10 years old.

In 2007, the 80<sup>th</sup> 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 6<sup>th</sup>, 2008, Travis County signed 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 Travis County, or other entity matches. All or part of the match may be an in-kind contribution of services, or tangible property.

**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 reduction. This project supports Travis County in this effort by replacing polluting equipment with newer, more efficient equipment. By utilizing propane mowers and electric vehicles in our parks we not only reduce our carbon footprint we increase the ability to operate during ozone action days. We also present an environmentally positive image to the public we serve.

**Issues and Opportunities:**

Purchasing and Budget  
County Attorney’s Office

- cc: Jon White, NREQ Division Director
- Don Ward, R&B/Fleet Division Director
- Mike Joyce, Fleet Manager
- Charles Bergh, Parks, Division Director
- Thomas Weber, Environmental Program Manager
- Adele Noel, Environmental Project Manager
- Cynthia McDonald, Financial Manager

**RESOLUTION EXPRESSING INTENT TO  
FINANCE EXPENDITURES TO BE INCURRED**

**DRAFT**

WHEREAS, Travis County, Texas (the "Issuer"), is a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Chapter 271, Texas Local Government Code, as amended, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition of the vehicles listed on Exhibit A; and

WHEREAS, the Issuer has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with this acquisition; and

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the acquisition from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the acquisition of vehicles listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Project from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the acquisition will not exceed \$1,328,530.00.

APPROVED THIS 10th day of February, 2009, by the Commissioners Court of Travis County, Texas.

W/DAW

TRAVIS COUNTY, TEXAS

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Samuel T. Biscoe  
County Judge

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Ron Davis  
Commissioner, Precinct 1

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Sarah Eckhardt  
Commissioner, Precinct 2

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Karen Huber  
Commissioner, Precinct 3

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Margaret Gómez  
Commissioner, Precinct 4





**SAMUEL T. BISCOE**  
COUNTY JUDGE

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TRAVIS COUNTY ADMINISTRATION BUILDING  
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AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

February 10, 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 February 10, 2009.

---

Samuel T. Biscoe  
County Judge

---

Date



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

**New**     Revised

<b>County:</b> Travis County	<b>Fiscal Year:</b> 2009
<b>Date:</b> February 10, 2009	<b>Revision Date:</b>
<b>Contact Person and Phone Number:</b> Adele Noel, 512/854-7211	

<b>Brief Project Title:</b> Propane Lawnmowers	<b>Total Grant Funding:</b> \$50,873.70
<b>Counties to be Served:</b> Travis County	<b>Matching/In-Kind Services:</b> \$25,436.85
<b>Project Dates:</b> <b>Start Date:</b> Date Notice to Proceed Issued <b>End Date:</b> August 31, 2009	<b>If contracting with another entity, list name and contact person:</b>

<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
<b>Fringe Benefits</b>	N/A	N/A
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	N/A	N/A
<b>Supplies</b> <i>List &amp; itemize detailed travel expenditures</i>	N/A	N/A
<b>Equipment</b> <i>List &amp; itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$25,436.85	\$25,436.85
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	N/A	N/A
<b>Contractual</b> <i>List &amp; itemize contractual expenditures (other than</i>		N/A

cost updated 2-6-09 at 3:53pm	N/A	
<b>Other</b> <i>List &amp; itemize other expenditures</i>	N/A	N/A
<b>Indirect Charges</b>	N/A	N/A
<b>TOTAL FUNDING</b>	\$25,436.85	\$25,436.85

**In-Kind Match:**

N/A

**Project Description:**

Travis County will replace 5 older, diesel-powered lawnmowers with 5 lawnmowers that are fueled with propane. Travis County will benefit from this program by improving air quality by using lower pollution emitting vehicles. Specifically, these lawnmowers have virtually no evaporative emissions and emit approximately 50% less hydrocarbons to the air.

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

All lawnmowers that are replaced using these funds, will be taken out of commission and rendered unusable. See the attached table below for the make, model, and VIN number for the lawnmowers that will be replacement using these funds.

**Authorized Signature:**

**Date:**

DEPARTMENT	VIN #	TYPE	YEAR	REPLACEMENT	COST
Transportation and Natural Resources	260000465	Toro Grounds-master Mower	2006	Dixie Chopper Riding Mower LP-3000-72 (propane)	\$10,174.74
Transportation and Natural Resources	250000142	Toro Grounds-master Mower	2005	Dixie Chopper Riding Mower LP-3000-72 (propane)	\$10,174.74
Transportation and Natural Resources	240000122	Toro Grounds-master Mower	2004	Dixie Chopper Riding Mower LP-3000-72 (propane)	\$10,174.74
Transportation and Natural Resources	240000118	Toro Grounds-master Mower	2004	Dixie Chopper Riding Mower LP-3000-72 (propane)	\$10,174.74
Transportation and Natural Resources	230000538	Toro Grounds-master Mower	2004	Dixie Chopper Riding Mower LP-3000-72 (propane)	\$10,174.74



**SAMUEL T. BISCOE**  
COUNTY JUDGE

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February 10, 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 February 10, 2009.

---

Samuel T. Biscoe  
County Judge

---

Date

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

**New**       Revised

<b>County:</b> Travis County	<b>Fiscal Year:</b> 2009
<b>Date:</b> February 10, 2009	<b>Revision Date:</b>
<b>Contact Person and Phone Number:</b> Adele Noel, 512/854-7211	

<b>Brief Project Title:</b> Electric Vehicles	<b>Total Grant Funding:</b> \$46,770
<b>Counties to be Served:</b> Travis County	<b>Matching/In-Kind Services:</b> \$23,385
<b>Project Dates:</b> <b>Start Date:</b> Date Notice to Proceed Issued <b>End Date:</b> August 31, 2009	<b>If contracting with another entity, list name and contact person:</b>

<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
<b>Fringe Benefits</b>	N/A	N/A
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	N/A	N/A
<b>Supplies</b> <i>List &amp; itemize detailed travel expenditures</i>	N/A	N/A
<b>Equipment</b> <i>List &amp; itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$23,385	\$23,385
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	N/A	N/A
<b>Contractual</b> <i>List &amp; itemize contractual expenditures (other than construction)</i>	N/A	N/A

Last Updated 2-6-09 at 3:53pm		
<b>Other</b> <i>List &amp; itemize other expenditures</i>	N/A	N/A
<b>Indirect Charges</b>	N/A	N/A
<b>TOTAL FUNDING</b>	<b>\$23,385</b>	<b>\$23,385</b>

**In-Kind Match:**

N/A

**Project Description:**

Travis County will replace 2 older, gasoline-powered automobiles with 2 electric vehicles. The replacement vehicles will be replaced with a smaller electric vehicles; model ZX40ST work truck.

Truck 1465 GMC 3500 was driven almost exclusively in park and was driven approximately 1200 miles last year. Truck 1342 GMC 2500 was driven both in and out of the park (between parks) approximately 10,500 mile last year. The electric vehicle replacing this truck will be used in the park and will also be used to travel between Southeast Metro Park and Richard Moya Park. The second electric vehicle will be used to travel to the new Timbercreek park and Onion Creek Greenbelt and within those parks.

By switching to electric vehicles, Travis County will be reducing emissions and fuel usage. These vehicles will be stored on county owned property and used on a daily basis by county employees.

Travis County will benefit from this program by increased fuel savings and improving air quality by using cleaner vehicles. This project is a good use of funds because transitioning to alternative powered vehicles is critical in the effort to improve air quality.

In accordance with SB12 and the requirements of this project, 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:

**Authorized Signature:**

**Date:**

**DEPARTMENT                      VIN #                                      TYPE                                      YEAR                      REPLACEMENT                      COST**

Transportation and Natural Resources	1GTFC24K6RZ552250	GMC Pick-up 2500	1994	Miles Electric Vehicles Model ZX40ST	\$23,385
Transportation and Natural Resources	1GCHC33FXYF434169	GMC Pick-up 3500	2000	Miles Electric Vehicles Model ZX40ST	\$23,385



**SAMUEL T. BISCOE**  
COUNTY JUDGE

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February 10, 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:

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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 February 10, 2009.

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Samuel T. Biscoe  
County Judge

---

Date



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

**New**       Revised

<b>County:</b> Travis County	<b>Fiscal Year:</b> 2009
<b>Date:</b> February 10, 2009	<b>Revision Date:</b>
<b>Contact Person and Phone Number:</b> Adele Noel, 512/854-7211	

<b>Brief Project Title:</b> Clean Vehicle Fleet	<b>Total Grant Funding:</b> \$723,620
<b>Counties to be Served:</b> Travis County	<b>Matching/In-Kind Services:</b> \$361,810
<b>Project Dates:</b> <b>Start Date:</b> Date Notice to Proceed Issued <b>End Date:</b> August 31, 2009	<b>If contracting with another entity, list name and contact person:</b>

BUDGET CATEGORY	FUNDING AMOUNT	MATCHING/SOURCE
<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
<b>Fringe Benefits</b>	N/A	N/A
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	N/A	N/A
<b>Supplies</b> <i>List &amp; itemize detailed travel expenditures</i>	N/A	N/A
<b>Equipment</b> <i>List &amp; itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$361,810	\$361,810
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	N/A	N/A
<b>Contractual</b> <i>List &amp; itemize contractual expenditures (other than</i>		N/A

Last Updated 2-6-09 at 3:53pm <i>Construction</i>	N/A	
<b>Other</b> <i>List &amp; itemize other expenditures</i>	N/A	N/A
<b>Indirect Charges</b>	N/A	N/A
<b>TOTAL FUNDING</b>	\$361,810	\$361,810

**In-Kind Match:**

N/A

**Project Description:**

Travis County will replace 22 older, gasoline-powered automobiles with 21 hybrid vehicles. By replacing gasoline powered vehicles with hybrids, Travis County will be reducing emissions and fuel usage. These vehicles will be stored on county owned property and used on a daily basis by county employees. Nine of these vehicles are for the Sheriff's department and five are for Park Rangers. These 14 vehicles need additional after market equipment added to them in order to make them ready for law enforcement and park ranger activities. The after market equipment includes special brackets to hold computers and radios inside the vehicles. This after market equipment will cost approximately \$14,820 and has been calculated in with the total cost of the equipment.

Travis County will benefit from this program by increased fuel savings and improving air quality by using cleaner vehicles. This project is a good use of funds because transitioning to alternative powered vehicles is critical in the effort to improve air quality.

In accordance with SB12 and the requirements of this project, all vehicles replaced using these funds, will be taken out of commission and rendered unusable. See the attached document for the make, model, and VIN number for all vehicles scheduled for replacement.

**Authorized Signature:**

**Date:**





**SAMUEL T. BISCOE**  
COUNTY JUDGE

---

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February 10, 2009

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

**County Certification**

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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 February 10, 2009.

---

Samuel T. Biscoe  
County Judge

---

Date

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

**New**       **Revised**

<b>County:</b> Travis County	<b>Fiscal Year:</b> 2009
<b>Date:</b> February 10, 2009	<b>Revision Date:</b>
<b>Contact Person and Phone Number:</b> Adele Noel, 512/854-7211	

<b>Brief Project Title:</b> Solar Powered Changeable Message Signs	<b>Total Grant Funding:</b> \$18,000
<b>Counties to be Served:</b> Travis County	<b>Matching/In-Kind Services:</b> \$9,000
<b>Project Dates:</b> <b>Start Date:</b> Date Notice to Proceed Issued <b>End Date:</b> August 31, 2009	<b>If contracting with another entity, list name and contact person:</b>

Expenditures		
<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
<b>Fringe Benefits</b>	N/A	N/A
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	N/A	N/A
<b>Supplies</b> <i>List &amp; itemize detailed travel expenditures</i>	N/A	N/A
<b>Equipment</b> <i>List &amp; itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$9,000	\$9,000
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	N/A	N/A
<b>Contractual</b> <i>List &amp; itemize contractual expenditures (other than construction)</i>	N/A	N/A

<b>Other</b> <i>List &amp; itemize other expenditures</i>	N/A	N/A
<b>Indirect Charges</b>	N/A	N/A
<b>TOTAL FUNDING</b>	<b>\$9,000</b>	<b>\$9,000</b>

**In-Kind Match:**

N/A

**Project Description:**

Travis County will replace one older, diesel-powered changeable message sign (a sign on the side of the road that alerts drivers to detours, road constructions, etc) with one that is solar powered. The changeable message signs that are powered by diesel can only operate for 8 hours, because the generator will run out of gas, and then the back-up battery is drained within an hour. The requested solar powered message boards are capable of running off of stored solar power for more than 24 hours even on cloudy days, thus capable of running for days without requiring any fuel or manpower.

By switching to solar powered changeable message signs, Travis County will be reducing emissions and fuel usage. The diesel-powered signs use approximately 28 gallons of fuel every 8 hours. Someone must drive to the site and refill the tank when there is a need for the sign to operate longer than 8 hours.

Travis County will benefit from this program by increased fuel savings and improving air quality by using solar power instead of diesel. This project is a good use of funds because transitioning to alternative powered equipment is critical in the effort to improve air quality.

In accordance with SB12 and the requirements of this project, one diesel powered changeable message sign will be taken out of commission and rendered unusable.

**Authorized Signature:****Date:**



**SAMUEL T. BISCOE**  
COUNTY JUDGE

---

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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 February 10, 2009.

---

Samuel T. Biscoe  
County Judge

---

Date

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

New     Revised

<b>County:</b> Travis County	<b>Fiscal Year:</b> 2009
<b>Date:</b> February 10, 2009	<b>Revision Date:</b>
<b>Contact Person and Phone Number:</b> Adele Noel, 512/854-7211	

<b>Brief Project Title:</b> Propane School Buses	<b>Total Grant Funding:</b> \$543,030
<b>Counties to be Served:</b> Travis County	<b>Matching/In-Kind Services:</b> \$271,515
<b>Project Dates:</b> <b>Start Date:</b> Date Notice to Proceed Issued <b>End Date:</b> August 31, 2009	<b>If contracting with another entity, list name and contact person:</b>

<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
<b>Fringe Benefits</b>	N/A	N/A
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	N/A	N/A
<b>Supplies</b> <i>List &amp; itemize detailed travel expenditures</i>	N/A	N/A
<b>Equipment</b> <i>List &amp; itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$271,515	\$271,515
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	N/A	N/A
<b>Contractual</b> <i>List &amp; itemize contractual expenditures (other than construction)</i>	N/A	N/A



Last Updated 2-6-09 at 3:53pm		
<b>Other</b> <i>List &amp; itemize other expenditures</i>	N/A	N/A
<b>Indirect Charges</b>	N/A	N/A
<b>TOTAL FUNDING</b>	\$271,515	\$271,515

**In-Kind Match:**

N/A

**Project Description:**

Travis County will assist Manor Independent School District in the replacement of 6 older, diesel-powered school buses with 6 propane fueled school buses.

Older school buses emit tiny soot particles and toxic gases in their exhaust which can pose health hazards to children waiting at a bus stop or riding the bus. Diesel exhaust is known to cause or exacerbate many respiratory diseases including asthma, one of the leading causes of school absenteeism in Central Texas. As children breath at twice the rate of adults, they are particularly susceptible to the harmful effects of diesel exhaust.

In addition to emissions of soot particles which can lodge deep within children's lungs, diesel exhaust contains oxides of nitrogen (NOx) and hydrocarbons (HC), the pollutants that cause ground level ozone (smog).

Other benefits of propane include:

Low reactivity. Propane exhaust creates 60-70 percent less smog than the hydrocarbons in gasoline exhaust, according to studies by Southwest Research Institute.

Low air toxics. Propane cuts emissions of toxins and carcinogens like benzene and toluene by up to 96 percent, compared to gasoline, according to studies by Southwest Research Institute.

Ground- and surface-water safe. Propane is nontoxic; spills vaporize rather than soaking into soil or water.

Low greenhouse-gas emissions. Propane has the best greenhouse-gas emissions performance of any fossil transportation fuel when emissions from the complete fuel cycle of production, distribution and combustion are considered. Propane offers substantial greenhouse benefits compared to gasoline in light-duty vehicles and diesel fuel in heavy-duty vehicles.

This project is a good use of funds because the Central Texas area is designated as near – nonattainment of the federal ozone standards and this project will improve air quality and the health of children by replacing older dirty school buses with new, cleaner burning school buses.

All school buses that are replaced using these funds, will be taken out of commission and rendered unusable. See the attached table below for the make, model, and VIN number for the school buses that will be replacement using these funds.

**Authorized Signature:**

**Date:**

**DEPARTMENT      VIN #                      TYPE                      YEAR                      REPLACEMENT      COST**

MISD	1HVLPHYN9EHA22575	International, Wayne Bus	1984	LPG School Bus	\$90,505.
MISD	1HVBAZRN8LH284406	International, Carpenter	1990	LPG School Bus	\$90,505.
MISD	1BAAGCSA3LF035912	International, Bluebird	1990	LPG School Bus	\$90,505.
MISD	1HVLNHGN5HH482907	International, Bluebird	1987	LPG School Bus	\$90,505.
MISD	1HVLNHN7HH482908	International, Bluebird	1987	LPG School Bus	\$90,505.
MISD	1HVBAZRNOLH688526	International, Wayne Bus	1989	LPG School Bus	\$90,505.



**SAMUEL T. BISCOE**  
COUNTY JUDGE

---

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

February 10, 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 February 10, 2009.

---

Samuel T. Biscoe  
County Judge

---

Date

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

**New**       **Revised**

<b>County:</b> Travis County	<b>Fiscal Year:</b> 2009
<b>Date:</b> February 10, 2009	<b>Revision Date:</b>
<b>Contact Person and Phone Number:</b> Adele Noel, 512/854-7211	

<b>Brief Project Title:</b> Clean Vehicle Fleet (Manor)	<b>Total Grant Funding:</b> \$85,063.78
<b>Counties to be Served:</b> Travis County	<b>Matching/In-Kind Services:</b> \$42,531.89
<b>Project Dates:</b> <b>Start Date:</b> Date Notice to Proceed Issued <b>End Date:</b> August 31, 2009	<b>If contracting with another entity, list name and contact person:</b>

<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
<b>Fringe Benefits</b>	N/A	N/A
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	N/A	N/A
<b>Supplies</b> <i>List &amp; itemize detailed travel expenditures</i>	N/A	N/A
<b>Equipment</b> <i>List &amp; itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$42,531.89	\$42,531.89
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	N/A	N/A
<b>Contractual</b> <i>List &amp; itemize contractual expenditures (other than construction)</i>	N/A	N/A

Last Updated 2-6-09 at 3:53pm		
<b>Other</b> <i>List &amp; itemize other expenditures</i>	N/A	N/A
<b>Indirect Charges</b>	N/A	N/A
<b>TOTAL FUNDING</b>	\$42,531.89	\$42,531.89

**In-Kind Match:**

N/A

**Project Description:**

Travis County will assist the City of Manor with the replacement of three older, gasoline-powered automobiles with flex-fuel vehicles. By replacing gasoline powered vehicles with flex-fueled vehicles the City of Manor will reduce emissions. These vehicles will be stored on City owned property and used on a daily basis by City employees.

Travis County will benefit from this program by improving air quality by using cleaner vehicles. This project is a good use of funds because transitioning to alternative powered vehicles is critical in the effort to improve air quality.

In accordance with SB12 and the requirements of this project, all vehicles replaced using these funds, will be taken out of commission and rendered unusable. See the attached document for the make, model, and VIN number for all vehicles scheduled for replacement.

**Authorized Signature:**

**Date:**

**DEPARTMENT                      VIN #                      TYPE                      YEAR      REPLACEMENT  
PRICE**

				<b>TYPE</b>	
Police Car 9802	2FAFP71W3WX122773 sticker number B02155493	Crown Vic	1998	2009 Police Interceptor FFV	\$33,329.39
Police Car 9901	2FAFP71W83X199487	Crown Vic	2003	2009 Police Interceptor FFV	\$33,329.39
Public Works Vehicle	1FTCR10A05PA24052	Ranger XLT	1995	2009 Ford Ranger XL	\$18,405.00



**SAMUEL T. BISCOE**  
COUNTY JUDGE

---

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

February 10, 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 February 10, 2009.

---

Samuel T. Biscoe  
County Judge

---

Date

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

**New**       **Revised**

<b>County:</b> Travis County	<b>Fiscal Year:</b> 2009
<b>Date:</b> February 10, 2009	<b>Revision Date:</b>
<b>Contact Person and Phone Number:</b> Adele Noel, 512/854-7211	

<b>Brief Project Title:</b> Clean Vehicle Fleet (COA)	<b>Total Grant Funding:</b> \$230,880
<b>Counties to be Served:</b> Travis County	<b>Matching/In-Kind Services:</b> \$115,440
<b>Project Dates:</b> <b>Start Date:</b> Date Notice to Proceed Issued <b>End Date:</b> August 31, 2009	<b>If contracting with another entity, list name and contact person:</b>

<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	N/A	N/A
<b>Fringe Benefits</b>	N/A	N/A
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	N/A	N/A
<b>Supplies</b> <i>List &amp; itemize detailed travel expenditures</i>	N/A	N/A
<b>Equipment</b> <i>List &amp; itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$115,440	\$115,440
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	N/A	N/A
<b>Contractual</b> <i>List &amp; itemize contractual expenditures (other than construction)</i>	N/A	N/A
<b>Other</b>		N/A

Last Updated 2-6-09 at 3:53pm Last to minimize other expenditures	N/A	
<b>Indirect Charges</b>	N/A	N/A
<b>TOTAL FUNDING</b>	\$115,440	\$115,440

**In-Kind Match:**

N/A

**Project Description:**

Travis County will assist the City of Austin with the replacement of older, gasoline-powered automobiles with newer, clean burning hybrids. By replacing gasoline powered vehicles with hybrids vehicles the City of Uastin will reduce emissions and improve fuel efficiency. These vehicles will be stored on City owned property and used on a daily basis by City employees.

Travis County will benefit from this program by improving air quality by replacing dirty vehicles with cleaner vehicles. This project is a good use of funds because transitioning to alternative powered vehicles is critical in the effort to improve air quality.

In accordance with SB12 and the requirements of this project, all vehicles replaced using these funds, will be taken out of commission and rendered unusable. See the attached document for the make, model, and VIN number for all vehicles scheduled for replacement.

**Authorized Signature:**

**Date:**

Austin Energy	2FAFP73W3YX210688	Crown Victoria	2000	Toyota Prius	\$23,088
Austin Energy	2FAFP73W5YX210689	Crown Victoria	2000	Toyota Prius	\$23,088
Austin Energy	2FALP71W1TX157102	Crown Victoria	1996	Toyota Prius	\$23,088
Austin Energy	1G1BL52W3TR148893	Ford Pickup	2001	Toyota Prius	\$23,088
Austin Police	2FAFP71W75X129062	Crown Victoria	2005	Toyota Prius	\$23,088
Watershed	3B7HC13Y4TG137024	Dodge Pickup	1996	Toyota Prius	\$23,088
Watershed	1FTRX27Z9WKC04523	Ford Pickup	1998	Toyota Prius	\$23,088
Watershed	1FTRX27Z0XKB95681	Ford Pickup	1999	Toyota Prius	\$23,088
Watershed	1FTRX27Z7XKB95676	Ford Pickup	1999	Toyota Prius	\$23,088
Public Works	1G2NE52M5WC725318	Pont Grand Am	1998	Toyota Prius	\$23,088



# 21

Travis County Commissioners Court Agenda Request

Voting Session 2/10/09  
(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 two Cash Security Agreements with Taylor Morrison of Texas, Inc. for sidewalk fiscal for River Dance Phase 4 and Phase 6A, two subdivisions in Precinct 3**

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:

 Anna Bowlin – 854-9383 Brunilda Cruz – 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

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

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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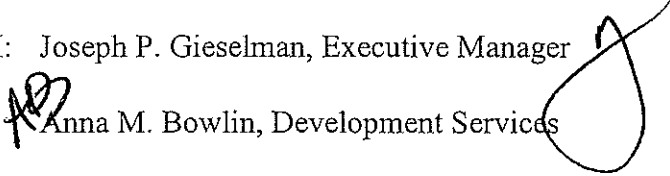
411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4649

### MEMORANDUM

DATE: January 30, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna M. Bowlin, Development Services

SUBJECT: Approve two Cash Security Agreements for sidewalk fiscal in River Dance Phase 4 and Phase 6A, two subdivisions in Precinct 3.

#### **Summary and Staff Recommendation:**

Taylor Morrison of Texas, Inc. proposes to use these Cash Security Agreements in the amount of \$16,200.00 and \$71,352.00, respectively, in order to post sidewalk fiscal, for the lots they own, where sidewalks are required per plat.

#### **Budgetary and Fiscal Impacts:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

#### **Required Authorizations:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

#### **Exhibits:**

Cash Security Agreement (2)  
Map

DV:AMB:dv

1102 River Dance Ph 4  
1102 River Dance Ph 6A

RECEIVED

JAN 26 2009

TNR

§ 82,1006. EXHIBIT 82.401 (C )

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Taylor Morrison of Texas, Inc., a Texas corporation

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$16,200.00

SUBDIVISION: Steiner Ranch, River Dance, Phase 4

DATE OF POSTING: January 23, 2009

EXPIRATION DATE: Three Years From Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER prior to the Expiration Date to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative.

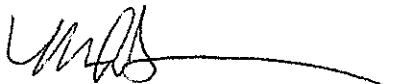
If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

DEVELOPER/BUILDER  
Taylor Morrison of Texas, Inc.  
805 Las Cimas Parkway, Suite 350  
Austin, Texas 78746

Taylor Morrison of Texas, Inc., a Texas corporation


BY: 

PRINT: Mark Berman

TITLE: Vice President

**SIGN ONLY ONE**

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

 1/22/09  
Mark Berman, Vice President Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

\_\_\_\_\_  
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

RECEIVED

JAN 26 2009

TNR

§ 82,1006. EXHIBIT 82.401 (C )

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Taylor Morrison of Texas, Inc., a Texas corporation

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$71,352.00

SUBDIVISION: Steiner Ranch, River Dance, Phase Six-A

DATE OF POSTING: December 21, 2007

EXPIRATION DATE: Three Years From Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER prior to the Expiration Date to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.


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DEVELOPER/BUILDER

Taylor Morrison of Texas, Inc.  
805 Las Cimas Parkway, Suite 350  
Austin, Texas 78746

Taylor Morrison of Texas, Inc., a Texas coporation


BY: 

PRINT: Mark Berman

TITLE: Vice President

**SIGN ONLY ONE**

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

 1/21/09  
Name **MARK BERMAN** Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

\_\_\_\_\_  
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

# PARTIAL REPLAT OF RIVER DANCE PHASE 4

A 22.830 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75,  
ABSTRACT NO. 666 SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

BLOCK 'E'  
RIVER DANCE PHASE ONE  
DOCUMENT NO. 200600148

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# RIVER DANCE PHASE 4

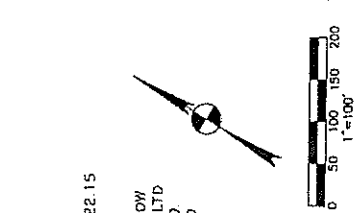
A 58.122 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666, AND THE WILLIAM BRADFORD SURVEY NO. 48, ABSTRACT NO. 91, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020

REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020

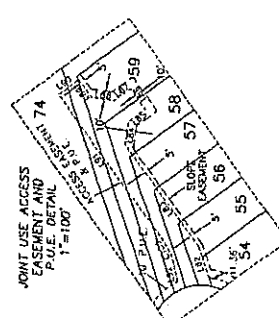
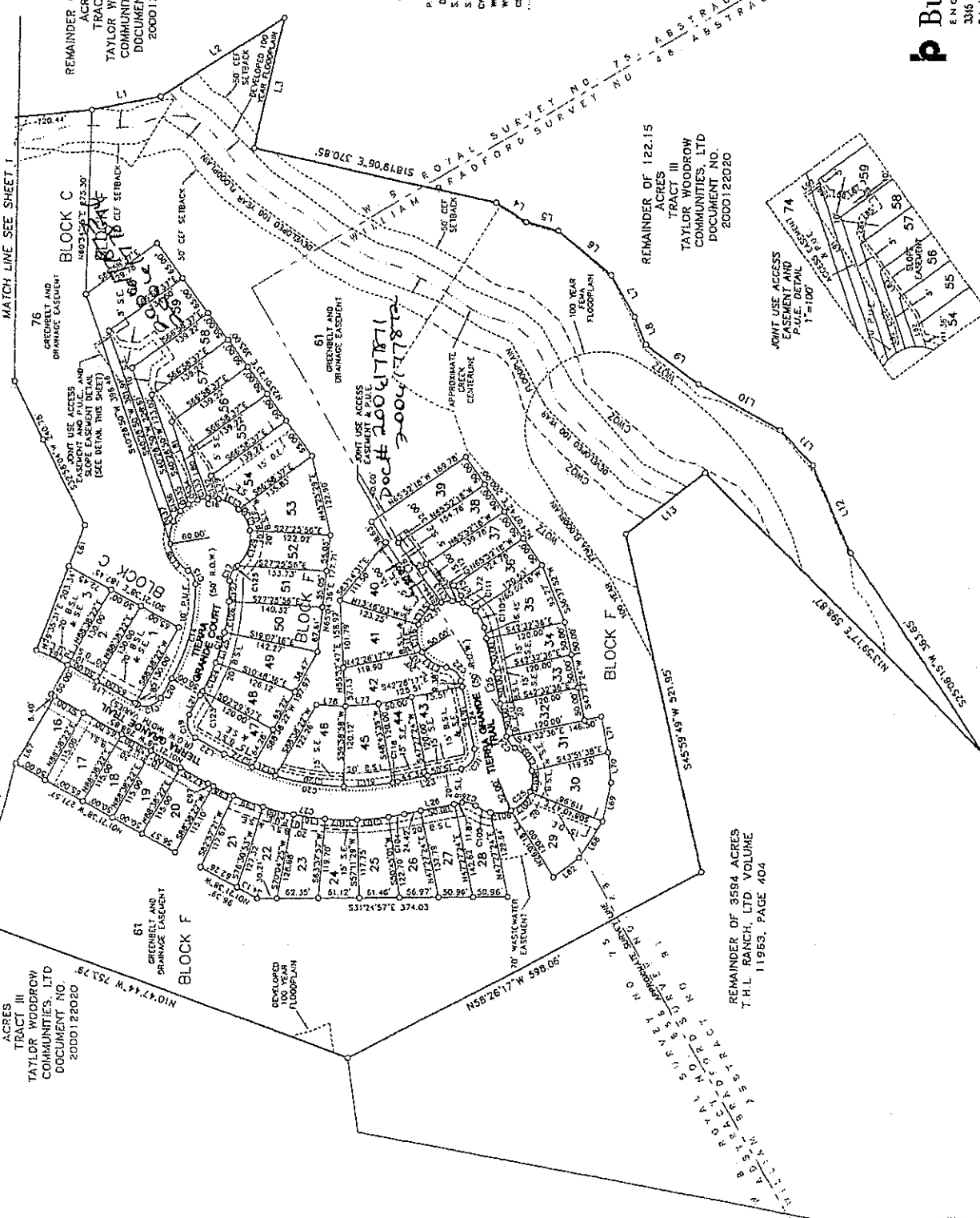
REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020

REMAINDER OF 3594 ACRES T.H.L. RANCH, LTD. VOLUME 11953, PAGE 404



### LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH CAP SET
- CONCRETE MONUMENT SET
- PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.I.E. SIGHT LINE EASEMENT
- S.E. SLOPE EASEMENT
- CH02 CRITICAL WATER QUALITY ZONE
- CH03 WATER QUALITY TRANSPORT ZONE
- WWE WASTEWATER EASEMENT
- CEZ CRITICAL ENVIRONMENTAL FEATURE
- SDEWALK SIDEWALK



**Bury+Partners**  
 ENGINEERING SOLUTIONS  
 1316 Red Cross Road, Suite 200 Austin, Texas 78746  
 Tel: (512)258-9011 Fax: (512)258-0235  
 BuryPartners, Inc. 67697781 2009

C.8J--99--0110.03.AA

# RIVER DANCE PHASE 4

A 58.122 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666, AND THE WILLIAM BRADFORD SURVEY NO. 48, ABSTRACT NO. 91, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

BLOCK F PHASE ONE

29 30 31 32

SHEET 2 OF 4

20040025

PROGNATHIC NYLAN



STEINER RANCH RIVER DANCE, PHASE FOUR  
Travis County Fiscal Posting Requirements

12-Jan-09

Improvement	Total Cost w/ Change Orders	Total Completed	Balance to Complete
Erosion Controls/Revegetation (Fiscal Posted with City)	\$62,604.00	\$62,604.00	\$0.00
Clearing & Rough Cut	\$185,276.30	\$185,276.30	\$0.00
Street & Traffic Control Improvements	\$322,369.41	\$322,369.41	\$0.00
Drainage Improvements	\$218,009.91	\$218,009.91	\$0.00
Detention Pond	\$194,784.70	\$194,784.70	\$0.00
School site sidewalk fiscal to be posted by TWC	\$8,676.00	\$0.00	\$8,676.00
Builder sidewalk fiscal to be posted by TWC	\$0.00	\$0.00	\$0.00
Total Improvements (excluding erosion/revegetation)	\$929,116.32	\$920,440.32	\$8,676.00
Percent Fiscal Required		10%	100%
Fiscal Required		\$92,044.03	\$8,676.00
Total Fiscal Required with Travis County			\$100,720.03

1) Erosion Control and Revegetation fiscal has been posted with the City of Austin in the amount of \$ 142,874.00 for the River Dance Phase 4.

Builder Sidewalk Fiscal	Linear footage	Fiscal to be posted	Fiscal Posted
Taylor Morrison	1350	\$16,200.00	\$16,200.00
		\$16,200.00	\$16,200.00
		Amount to be posted by TWC	\$0.00



River Dance Phase 6A

Last Updated 2-6-09 at 3:53pm

## Sidewalks

## Taylor Woodrow Homes - Austin

Phase/ Section	Lot/ Block	Address	Width @ Street	Cost*
RD6/A	J/001	220 Emerald Ridge Drive	106	\$1,272.00
RD6/A	J/003	300 Emerald Ridge Drive	80	\$960.00
RD6/A	J/004	308 Emerald Ridge Drive	78	\$936.00
RD6/A	J/007	320 Emerald Ridge Drive	80	\$960.00
RD6/A	J/008	324 Emerald Ridge Drive	80	\$960.00
RD6/A	W/048	12213 Azure Shores Court	99	\$1,188.00
RD6/A	W/051	12201 Azure Shores Court	78	\$936.00
RD6/A	W/052	12117 Azure Shores Court	81	\$972.00
RD6/A	W/054	12109 Azure Shores Court	75	\$900.00
RD6/A	W/057	12013 Azure Shores Court	22	\$264.00
RD6/A	W/058	12009 Azure Shores Court	15	\$180.00
RD6/A	W/060	12001 Azure Shores Court	0	\$0.00
RD6/A	W/062	12108 Azure Shores Court	0	\$0.00
RD6/A	W/064	12200 Azure Shores Court	0	\$0.00
RD6/A	W/065	12208 Azure Shores Court	0	\$0.00
RD6/A	W/067	313 Emerald Ridge Drive	0	\$0.00
RD6/A	W/070	301 Emerald Ridge Drive	0	\$0.00
RD6/A	W/071	221 Emerald Ridge Drive	0	\$0.00
RD6/A	W/074	209 Emerald Ridge Drive	0	\$0.00
RD6/A	J/075	12317 Palisades Parkway	85	\$1,020.00
RD6/A	J/076	12313 Palisades Parkway	66	\$792.00
RD6/A	J/077	12309 Palisades Parkway	68	\$816.00
RD6/A	J/078	12305 Palisades Parkway	70	\$840.00
RD6/A	J/079	12301 Palisades Parkway	70	\$840.00
RD6/A	J/080	12225 Palisades Parkway	77	\$924.00
RD6/A	J/081	12221 Palisades Parkway	89	\$1,068.00
RD6/A	J/082	12217 Palisades Parkway	80	\$960.00
RD6/A	J/083	12213 Palisades Parkway	80	\$960.00
RD6/A	J/084	12121 Palisades Parkway	70	\$840.00
RD6/A	J/085	12117 Palisades Parkway	70	\$840.00
RD6/A	J/086	12113 Palisades Parkway	70	\$840.00
RD6/A	J/087	12109 Palisades Parkway	70	\$840.00
RD6/A	J/088	12105 Palisades Parkway	85	\$1,020.00
RD6/A	J/089	12101 Palisades Parkway	207	\$2,484.00
RD6/A	N/001	12316 Palisades Parkway	0	\$0.00
RD6/A	N/002	12312 Palisades Parkway	0	\$0.00
RD6/A	N/003	12308 Palisades Parkway	0	\$0.00
RD6/A	N/004	12304 Palisades Parkway	0	\$0.00
RD6/A	N/005	12300 Palisades Parkway	0	\$0.00
RD6/A	N/006	12224 Palisades Parkway	0	\$0.00

Last Updated 2-6-09 at 3:53pm

## Sidewalks

RD6/A	N/007	12220 Palisades Parkway	0	\$0.00
RD6/A	N/008	12216 Palisades Parkway	0	\$0.00
RD6/A	N/009	12212 Palisades Parkway	0	\$0.00
RD6/A	N/010	12112 Palisades Parkway	0	\$0.00
RD6/A	N/011	12108 Palisades Parkway	0	\$0.00
RD6/A	N/012	12104 Palisades Parkway	0	\$0.00
RD6/A	N/013	12100 Palisades Parkway	0	\$0.00
RD6/A	N/014	12004 Palisades Parkway	0	\$0.00
<b>Total</b>			<b>2051</b>	<b>\$24,612.00</b>

\*Cost is based upon 4' wide sidewalk at \$3.00/sf

Last Updated 2-6-09 at 3:53pm

## Sidewalks

Morrison Homes

Phase/ Section	Lot/ Block	Address	Width @ Street	Cost*
RD6/A	H/017	228 Mediterra Point	0	\$0.00
RD6/A	H/018	224 Mediterra Point	0	\$0.00
RD6/A	H/019	220 Mediterra Point	0	\$0.00
RD6/A	H/020	218 Mediterra Point	0	\$0.00
RD6/A	H/021	212 Mediterra Point	0	\$0.00
RD6/A	H/022	208 Mediterra Point	0	\$0.00
RD6/A	J/036	11904 Montclair Bend	0	\$0.00
RD6/A	J/037	11908 Montclair Bend	0	\$0.00
RD6/A	J/038	11912 Montclair Bend	0	\$0.00
RD6/A	J/039	11916 Montclair Bend	0	\$0.00
RD6/A	J/040	11920 Montclair Bend	0	\$0.00
RD6/A	J/041	12000 Montclair Bend	0	\$0.00
RD6/A	J/042	12004 Montclair Bend	0	\$0.00
RD6/A	J/043	12008 Montclair Bend	0	\$0.00
RD6/A	J/044	12012 Montclair Bend	0	\$0.00
RD6/A	J/045	12016 Montclair Bend	0	\$0.00
RD6/A	J/046	12020 Montclair Bend	0	\$0.00
RD6/A	J/047	12024 Montclair Bend	0	\$0.00
RD6/A	J/048	12028 Montclair Bend	0	\$0.00
RD6/A	J/049	12032 Montclair Bend	0	\$0.00
RD6/A	J/050	12100 Montclair Bend	60	\$720.00
RD6/A	J/051	12104 Montclair Bend	60	\$720.00
RD6/A	J/052	12108 Montclair Bend	60	\$720.00
RD6/A	J/053	12112 Montclair Bend	60	\$720.00
RD6/A	J/054	12116 Montclair Bend	60	\$720.00
RD6/A	J/055	12120 Montclair Bend	61	\$732.00
RD6/A	J/056	12124 Montclair Bend	56	\$672.00
RD6/A	J/057	12200 Montclair Bend	70	\$840.00
RD6/A	J/058	12204 Montclair Bend	60	\$720.00
RD6/A	J/059	12208 Montclair Bend	60	\$720.00

Last Updated 2-6-09 at 3:53pm

## Sidewalks

Morrison Homes

Phase/ Section	Lot/ Block	Address	Width @ Street	Cost*
RD6/A	J/060	12212 Montclair Bend	60	\$720.00
RD6/A	J/061	12220 Montclair Bend	61	\$732.00
RD6/A	J/062	12224 Montclair Bend	61	\$732.00
RD6/A	J/063	12228 Montclair Bend	60	\$720.00
RD6/A	J/064	12300 Montclair Bend	62	\$744.00
RD6/A	J/065	12304 Montclair Bend	56	\$672.00
RD6/A	J/066	12308 Montclair Bend	58	\$696.00
RD6/A	J/067	12312 Montclair Bend	60	\$720.00
RD6/A	J/068	12316 Montclair Bend	60	\$720.00
RD6/A	J/069	12320 Montclair Bend	63	\$756.00
RD6/A	J/070	12324 Montclair Bend	66	\$792.00
RD6/A	J/071	12328 Montclair Bend	66	\$792.00
RD6/A	J/072	12400 Montclair Bend	66	\$792.00
RD6/A	J/073	12404 Montclair Bend	66	\$792.00
RD6/A	J/074	12408 Montclair Bend	66	\$792.00
RD6/A	K/001	11905 Montclair Bend	79	\$948.00
RD6/A	K/002	11901 Montclair Bend	191	\$2,292.00
RD6/A	K/003	221 Mediterra Point	58	\$696.00
RD6/A	K/004	217 Mediterra Point	60	\$720.00
RD6/A	K/005	213 Mediterra Point	60	\$720.00
RD6/A	K/006	209 Mediterra Point	60	\$720.00
RD6/A	K/007	12413 Montclair Bend	154	\$1,848.00
RD6/A	K/008	12409 Montclair Bend	0	\$0.00
RD6/A	K/009	200 Berryessa Pass	0	\$0.00
RD6/A	K/010	204 Berryessa Pass	0	\$0.00
RD6/A	K/011	208 Berryessa Pass	0	\$0.00
RD6/A	K/012	212 Berryessa Pass	0	\$0.00
RD6/A	K/013	216 Berryessa Pass	0	\$0.00
RD6/A	K/014	220 Berryessa Pass	0	\$0.00
RD6/A	K/015	224 Berryessa Pass	0	\$0.00
RD6/A	K/016	228 Berryessa Pass	165	\$1,980.00
RD6/A	L/001	12333 Edenville Path	179	\$2,148.00
RD6/A	L/002	12329 Edenville Path	59	\$708.00
RD6/A	L/003	12325 Edenville Path	60	\$720.00
RD6/A	L/004	12321 Edenville Path	60	\$720.00
RD6/A	L/005	12313 Edenville Path	117	\$1,404.00
RD6/A	L/006	12305 Edenville Path	93	\$1,116.00
RD6/A	L/007	12301 Edenville Path	184	\$2,208.00
RD6/A	L/008	12025 Montclair Bend	108	\$1,296.00
RD6/A	L/009	12017 Montclair Bend	88	\$1,056.00

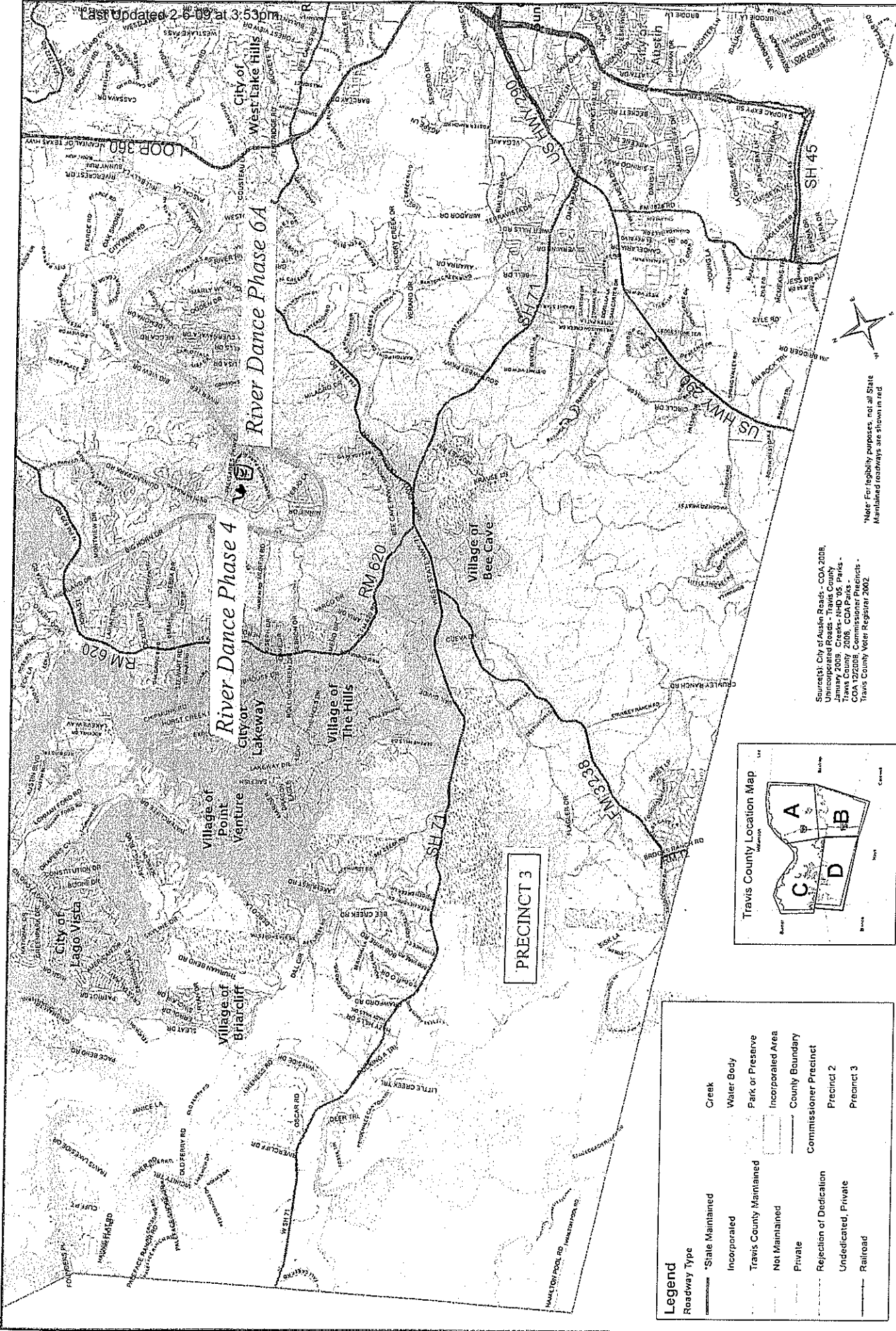
Last Updated 2-6-09 at 3:53pm

## Sidewalks

## Morrison Homes

RD6/A	L/010	12009 Montclair Bend	67	\$804.00
RD6/A	L/011	12005 Montclair Bend	64	\$768.00
RD6/A	L/012	12001 Montclair Bend	184	\$2,208.00
RD6/A	M/001	12325 Montclair Bend	136	\$1,632.00
RD6/A	M/002	12321 Montclair Bend	0	\$0.00
RD6/A	M/003	12317 Montclair Bend	0	\$0.00
RD6/A	M/004	12313 Montclair Bend	0	\$0.00
RD6/A	M/005	12309 Montclair Bend	0	\$0.00
RD6/A	M/006	12301 Montclair Bend	0	\$0.00
RD6/A	M/007	12229 Montclair Bend	0	\$0.00
RD6/A	M/008	12221 Montclair Bend	0	\$0.00
RD6/A	M/009	12213 Montclair Bend	0	\$0.00
RD6/A	M/010	12209 Montclair Bend	0	\$0.00
RD6/A	M/011	12125 Montclair Bend	0	\$0.00
RD6/A	M/012	12113 Montclair Bend	0	\$0.00
RD6/A	M/013	12109 Montclair Bend	0	\$0.00
RD6/A	M/014	12101 Montclair Bend	0	\$0.00
RD6/A	M/015	12304 Edenville Path	0	\$0.00
RD6/A	M/016	12308 Edenville Path	0	\$0.00
RD6/A	M/017	12312 Edenville Path	0	\$0.00
RD6/A	M/018	12316 Edenville Path	0	\$0.00
RD6/A	M/019	12320 Edenville Path	0	\$0.00
RD6/A	M/020	12324 Edenville Path	0	\$0.00
RD6/A	M/021	12328 Edenville Path	0	\$0.00
RD6/A	M/022	12332 Edenville Path	131	\$1,572.00
Total			3895	\$46,740.00

Last updated 2-6-09 at 3:53pm

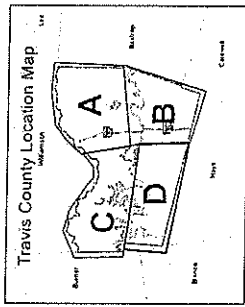


Map Prepared by: Travis County  
Dept. of Transportation  
Resources  
Date: 1/27/2009  
http://www.co.travis.tx.us/maps



\*Note: For legibility purposes, not all State  
Maintained roadways are shown in red.

Sources: City of Austin Roads - COA 2008,  
Unincorporated Roads - Travis County  
January 2009, Creeks - RHD '05, Parks -  
January 2008, COA Parks -  
COA 12/20/08, Precincts -  
Travis County Voter Registrar 2002.



Legend	
	*State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated, Private
	Railroad
	Creek
	Water Body
	Park or Preserve
	Incorporated Area
	County Boundary
	Commissioner Precinct
	Precinct 2
	Precinct 3

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is and is not guaranteed. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

# Travis County Roadways, Map D





# Travis County Commissioners' Court Agenda Request

Meeting Date: FEBRUARY 10, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:**

- A. STATUS REPORT ON DRAFTING LEGISLATION TO ADDRESS TRAVIS COUNTY LEGISLATIVE PRIORITIES
- B. APPROVAL OF DRAFT LEGISLATIVE LANGUAGE FOR SOME OF THE COURT'S PRIORITY ISSUES; AND
- C. DISCUSSION OF SPECIFIC BILLS, INCLUDING:
  - a.

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

**NONE APPLICABLE.**

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Alicia Perez, Executive Manager  
Administrative Operations

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -3 PM 5-1

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Phone: 854-9343  
Email: Alicia.Perez@co.travis.tx.us

Rodney Rhoades, Executive Manager  
Planning and Budget Office  
Phone: 854-9106  
Email: rodney.rhoades@co.travis.tx.us

Danny Hobby, Executive Manager  
Emergency Medical Services  
Phone: 854-4416  
Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager  
Transportation and Natural Resources  
Phone: 854-9383  
Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager  
Justice and Public Safety  
Phone: 854-4415  
Email: ROGER.JEFFERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager  
Health and Human Services  
Phone: 854-4101  
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes  
Purchasing Agent  
Phone: 854-9700  
Email: CYD.GRIMES@co.travis.tx.us

David Escamilla  
County Attorney

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Item # \_\_\_\_\_

Phone: 854-9415

Email: David.Escamilla@co.travis.tx.us

Susan Spataro

County Auditor

Phone: 854-9125

Email: Susan.Spataro@co.travis.tx.us

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

VS# 25

**TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST**

Please consider the following item for Voting Session on: **February 10, 2009**

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

**Consider and approve Travis County Sheriff's Office Deputies request to take two county owned vehicles to a Police Driving Instructors Course in Burns Flats, Oklahoma.**

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

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

- B. Have the agencies affected by this request been invited to attend the work session? **Yes**  
**No**

Please list those contacted and their phone numbers:

**Mike Joyce 512-854-9383**  
**Gary Cotter - TCSO**

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -3 AM 10-58

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

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

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

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



JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

SCOTT BURROUGHS  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

January 26, 2009

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

From: Major Mark Sawa 

Subject: Request to take county vehicles for out of state training purposes

The Travis County Sheriff's Office Training Academy has registered 3 instructors to attend a Police Driver's Instructors Program from March 1, 2009 through March 6, 2009.

The training is sponsored by the Oklahoma Highway Patrol. Costs for this training are covered by the training agency and includes lodging. Our agency will be responsible for providing transportation and meals. The students will need to take two vehicles, as the course requires 1 vehicle per 2 attendees. The TCSO Academy currently has no Police Driver Instructors due to attrition. This training is not offered from the host agency within the state.

Our goal in sending staff to this training is to bring back instructional skills that can be applied at our academy with the overall goal of ensuring that staff operating vehicles in the safest manner possible.

Thank you in advance for your consideration in this matter. If you have any questions feel free to contact Major Mark Sawa at 512-854-9758 or Lieutenant Jamie Page at 512-854-4194.

Cc: Sheriff Greg Hamilton  
Chief Jim Sylvester  
Captain Cyril Friday  
Lt. Jamie Page  
Gary Cotter, TCSO  
Mike Joyce, TNR

MS/js



*Safety, Integrity, Tradition of Service*

**ENROLLMENT APPLICATION**

OKLAHOMA HIGHWAY PATROL  
TROOP T- LESTER TRAINING CENTER  
ATTN: TROOPER JOE SIMPSON #837  
P.O. BOX 361  
BURNS FLAT, OKLAHOMA 73136  
580-562-3242 FAX 580-562-9901

STUDENT:      OR INSTRUCTOR:  SCHOOL

ATTENDING AS: STUDENT:  OR INSTRUCTOR:     

FULL NAME RONNIE HAWKINS SSN:                     

ADDRESS: PO Box 1748 CITY Austin

STATE: TX ZIP CODE: 78767 EMAIL(OPTIONAL)                     

AGENCY: Travis County Sheriff's Office TROOP:                      BADGE # 1776

TELEPHONE: HOME: (512) 826-0078 WORK: 512-854-4194

D.O.B. 11/7/69 D.L. # 15931057

DATES OF COURSE March 1 TO March 6 LOCATION: BURNS FLAT

VEH. MAKE Ford VEH. MODEL Crown Victoria VEH. YEAR 2008

STUDENTS (OTHER THAN OKLAHOMA DEPARTMENT OF PUBLIC SAFETY PERSONNEL) ARE RESPONSIBLE FOR PAYMENT OF THEIR OWN MEALS & FUEL.

EACH STUDENT & INSTRUCTOR WILL NEED TO BRING HIS/HER OWN BEDDING (SHEETS, BLANKETS, PILLOWS OR SLEEPING BAG & TOWELS.)



**CONDITIONS FOR ATTENDANCE:**

WHILE IN ATTENDANCE AT THIS TRAINING COURSE, APPLICANT IS ACTING WITHIN THE COURSE OF HIS/HER POSITION WITH THE ABOVE STATED AGENCY AND DOES HEREBY RELIEVE THE OKLAHOMA DEPARTMENT OF PUBLIC SAFETY, IT'S STAFF AND ADJUNCT FACULTY, OF ANY FINANCIAL OR OTHER LIABILITY RESULTING FROM INJURIES INCURRED DURING THIS TRAINING.

**COURSE REQUIREMENTS:**

EACH STUDENT IS REQUIRED TO DRIVE HIS/HER OWN VEHICLE

**COST PER STUDENT:** At this time there is NO charge.

**IMPORTANT NOTE:** SEE BACK OF FORM

I UNDERSTAND AND ACCEPT THE CONDITIONS FOR ATTENDANCE AS WRITTEN HEREIN

APPLICANT'S SIGNATURE Ronnie Hawkins DATE: 1/23/09

SUPERVISOR'S SIGNATURE Will R. Cole DATE: 1/26/09

COORDINATOR Lt. J. R. Page 314 INSTRUCTOR

**ENROLLMENT APPLICATION**

OKLAHOMA HIGHWAY PATROL  
TROOP T- LESTER TRAINING CENTER  
ATTN: TROOPER JOE SIMPSON #837  
P.O. BOX 361  
BURNS FLAT, OKLAHOMA 73136  
580-562-3242 FAX 580-562-9901

STUDENT: \_\_\_\_\_ OR INSTRUCTOR:  SCHOOL

ATTENDING AS: STUDENT:  OR INSTRUCTOR: \_\_\_\_\_

FULL NAME David Joiner SSN: \_\_\_\_\_

ADDRESS: PO Box 1748 CITY Austin

STATE: TX ZIP CODE: 78767 EMAIL(OPTIONAL) \_\_\_\_\_

AGENCY: Travis County Sheriff's Office TROOP: \_\_\_\_\_ BADGE # 384

TELEPHONE: HOME: 512 633-6074 WORK: 512-854-14194

D.O.B. 03/18/63 D.L. # 09923466

DATES OF COURSE March 1 TO March 6 LOCATION: BURNS FLAT

VEH. MAKE Ford VEH. MODEL Crown Victoria VEH. YEAR 2008

STUDENTS (OTHER THAN OKLAHOMA DEPARTMENT OF PUBLIC SAFETY PERSONNEL) ARE RESPONSIBLE FOR PAYMENT OF THEIR OWN MEALS & FUEL.

EACH STUDENT & INSTRUCTOR WILL NEED TO BRING HIS/HER OWN BEDDING (SHEETS, BLANKETS, PILLOWS OR SLEEPING BAG & TOWELS.)



**CONDITIONS FOR ATTENDANCE:**

WHILE IN ATTENDANCE AT THIS TRAINING COURSE, APPLICANT IS ACTING WITHIN THE COURSE OF HIS/HER POSITION WITH THE ABOVE STATED AGENCY AND DOES HEREBY RELIEVE THE OKLAHOMA DEPARTMENT OF PUBLIC SAFETY, IT'S STAFF AND ADJUNCT FACULTY, OF ANY FINANCIAL OR OTHER LIABILITY RESULTING FROM INJURIES INCURRED DURING THIS TRAINING.

**COURSE REQUIREMENTS:**

EACH STUDENT IS REQUIRED TO DRIVE HIS/HER OWN VEHICLE

**COST PER STUDENT:** At this time there is NO charge.

**IMPORTANT NOTE:** SEE BACK OF FORM

I UNDERSTAND AND ACCEPT THE CONDITIONS FOR ATTENDANCE AS WRITTEN HEREIN

APPLICANT'S SIGNATURE David Joiner DATE: 1-23-09

SUPERVISOR'S SIGNATURE Will R. Page DATE: 1-23-09

COORDINATOR Lt. J.R. Page 314 INSTRUCTOR \_\_\_\_\_

**ENROLLMENT APPLICATION**

OKLAHOMA HIGHWAY PATROL  
TROOP T- LESTER TRAINING CENTER  
ATTN: TROOPER JOE SIMPSON #837  
P.O. BOX 361  
BURNS FLAT, OKLAHOMA 73136  
580-562-3242 FAX 580-562-9901

STUDENT:        OR INSTRUCTOR:  SCHOOL

ATTENDING AS: STUDENT:  OR INSTRUCTOR:       

FULL NAME Charles Charles Smith SSN: 456-93-2061

ADDRESS: PO Box 1748 CITY Austin

STATE: TX ZIP CODE: 78767 EMAIL (OPTIONAL) Charles.Smith@co.travis.tx.us

AGENCY: Travis County Sheriff's Office TROOP: Training Academy BADGE # 1867

TELEPHONE: HOME: 512-560-2347 WORK: 512-854-4194

D.O.B. 01/29/1973 D.L. # 15091206 TX

DATES OF COURSE March 1 TO March 6 LOCATION: BURNS FLAT

VEH. MAKE Ford VEH. MODEL Crown Victoria VEH. YEAR 2008

STUDENTS (OTHER THAN OKLAHOMA DEPARTMENT OF PUBLIC SAFETY PERSONNEL) ARE RESPONSIBLE FOR PAYMENT OF THEIR OWN MEALS & FUEL.

EACH STUDENT & INSTRUCTOR WILL NEED TO BRING HIS/HER OWN BEDDING (SHEETS, BLANKETS, PILLOWS OR SLEEPING BAG & TOWELS.)



**CONDITIONS FOR ATTENDANCE:**

WHILE IN ATTENDANCE AT THIS TRAINING COURSE, APPLICANT IS ACTING WITHIN THE COURSE OF HIS/HER POSITION WITH THE ABOVE STATED AGENCY AND DOES HEREBY RELIEVE THE OKLAHOMA DEPARTMENT OF PUBLIC SAFETY, IT'S STAFF AND ADJUNCT FACULTY, OF ANY FINANCIAL OR OTHER LIABILITY RESULTING FROM INJURIES INCURRED DURING THIS TRAINING.

**COURSE REQUIREMENTS:**

EACH STUDENT IS REQUIRED TO DRIVE HIS/HER OWN VEHICLE

**COST PER STUDENT:** At this time there is NO charge.

**IMPORTANT NOTE:** SEE BACK OF FORM

I UNDERSTAND AND ACCEPT THE CONDITIONS FOR ATTENDANCE AS WRITTEN HEREIN

APPLICANT'S SIGNATURE [Signature] # 1867 DATE: 1/23/2009

SUPERVISOR'S SIGNATURE Will R. Cook DATE: 1/26/09

COORDINATOR LT. J. R. Page 314 INSTRUCTOR



# FAX TRANSMISSION



Oklahoma Highway Patrol  
Law Enforcement Driver Training  
Burns Flat, Oklahoma  
Phone # (580)-562-3242  
Fax # (580) 562-9901

To: Deputy Ronnie Hawkins      Date: January 21, 2009  
Fax #: 512-854-4195      Time: 1305 hours  
From: Trp Joe Simpson      Pages: 11 Including cover sheet  
Subject: LEDT

The Deputies that will be attending the March 01-06, 2009, LEDT Instructor school, will need to be at our driving facility in Burns Flat, OK (approx 100 miles west of Oklahoma City on I-40), by 1630 hours on Sunday, March 1, 2009. They will be released by 1400 hours on Friday, March 6, 2009. There is no cost for the school, however you are required to drive **your departments vehicle**. One unit per Two students will work. They will need money for their meals and fuel for the unit along with two (2) extra tires per unit driven. They will need bedding for a twin size type bed (sleeping blanket will work), pillow, towels and personal hygiene equipment.

I am including a map to our facility and an enrollment form. Please have your Deputies fill out the enrollment form and send it back to me. If you have any questions or problem getting here you may dial \*55 for the OHP Headquarters or my cell at 405-245-9358

Please check back with me about two weeks before the school begins to confirm.

**"DRIVE TO SURVIVE"**

*Justice  
Summers*

**OKLAHOMA HIGHWAY PATROL  
LEDT INSTRUCTOR COURSE SCHEDULE  
BURNS FLAT, OKLAHOMA**

---

**SUNDAY**

10:00 A.M.	INSTRUCTOR'S REPORT TO BUILDING #120
04:00 P.M.- 05:00 P.M.	REPORT TO BUILDING #120, BURNS FLAT
05:00 P.M.- 06:00 P.M.	<u>INSTRUCTORS AND STUDENTS</u> – CLASSROOM ROSTER LEDT COURSE ORIENTATION RULES AND REGULATIONS
06:00 P.M.- 07:30 P.M.	DINNER
<b>08:30 P.M.</b>	<b>INSTRUCTOR'S MEETING</b>

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**MONDAY**

06:30 A.M.- 07:00 A.M.	WAKE UP AND GET DRESSED
07:00 A.M.- 08:00 A.M.	BREAKFAST/ <b>INSTRUCTORS INSPECT POOL UNITS</b>
08:00 A.M - 10:00 A.M.	INTRODUCE INSTRUCTORS AND STUDENTS <b>CHALLENGE COURSE PRE-TEST</b> (CHANNEL 3)
10:00 A.M.- 02:30 P.M.	<b>INSTRUCTORS</b> –SET UP DRIVING COURSES <u><b>STUDENTS</b></u> – CLASSROOM LEGAL ASPECTS NON-EMERGENCY DRIVING EMERGENCY RESPONSE PURSUIT DRIVING
11:45 A.M.- 12:45 P.M.	LUNCH/ <b>STUDENTS INSPECT UNITS</b>
02:30 P.M.- 04:30 P.M.	CLASSROOM SHUFFLE STEERING MANEUVER (18 TIMES)
04:30 P.M.- 06:30 P.M.	CLASSROOM SERPENTINE MANEUVER (9 TIMES) EVASIVE STEERING MANEUVER THE BOX OFF-ROAD RECOVERY MANEUVER (6 TIMES)
06:30 P.M.- 08:00 P.M.	DINNER
08:00 P.M. - ?	FINISH CLASSROOM?

---

LOOK WHERE YOU WANT THE CAR TO GO  
 FLEXING THE STEERING WHEEL (STRAIGHTEN WHEELS)  
 FEATHERING THE GAS (THROTTLE CONTROL)  
 UNDER STEERING = FRONT WHEEL SKID  
 OVER STEERING = REAR WHEEL SKID  
 LET THE STEERING WHEEL SPIN BACK INTO POSITION  
 SEAT BELTS ON, DOORS LOCKED & HEAD REST UP  
 HEADLIGHTS ON REDUCES HEAD-ON COLLISIONS BY 25%

**WATCH YOUR SPEED, EVERYONE ELSE IS**



Last Updated 2-6-09 at 3:53pm

**WEDNESDAY**

- 06:30 A.M. - 07:00 A.M. WAKE UP AND GET DRESSED
- 07:00 A.M. - 08:30 A.M. BREAKFAST / INSPECT UNITS
- 08:00 A.M. - 08:30 A.M. INSTRUCTOR'S MEETING
- 08:30 A.M.- 10:30 A.M. CLASSROOM  
EVASIVE SIMULATOR MANEUVER
- 10:30 A.M.- 11:45 A.M. CLASSROOM  
100 FOOT SERPENTINE (3 AT 50 MPH & 3 AT 60 MPH)
- 11:45 A.M. - 12:45 P.M. LUNCH
- 12:45 P.M.- 02:45 P.M. FINISH - 100 FOOT SERPENTINE
- 02:45 P.M. - 06:30 P.M. CLASSROOM  
**GROUP A - CHALLENGE COURSE TEST**  
**GROUP B - DAY APEX MANEUVER**  
**(SWITCH MANEUVERS AFTER COMPLETION)**  
AFTER ALL STUDENTS HAVE QUALIFIED, STUDENTS WILL  
DRIVE CHALLENGE COURSE AS RABBIT  
(SERPENTINE CHALLENGE OPTIONAL IF GROUP FINISHES  
EARLY)
- 06:30 P.M.- 08:00 P.M. DINNER
- 08:00 P.M. - ? CLASSROOM  
**HIGHWAY, CITY & CHALLENGE NIGHT COURSE**  
**HELMETS 1 RABBIT & 2 DOGS (PRIMARY & SECONDARY)**  
**(SWITCH AT CHALLENGE COURSE & REPEAT)**  
**GROUP A WILL DRIVE FIRST**  
**GROUP B NIGHT APEX MANEUVER**  
(3 LAPS WITHOUT BRAKES-RIGHT SIDE)  
(3 LAPS WITH BRAKES-RIGHT SIDE)  
**(SWITCH MANEUVERS AFTER COMPLETION)**

**IF THE UNITS HIT A CONE, THEY NEED TO DISCONTINUE THE PURSUIT AND NOTIFY DISPATCH. RETURN WHEN IT IS SAFE TO DO SO.**

## THURSDAY

- 06:30 A.M. - 07:00 A.M. WAKE UP AND GET DRESSED
- 07:00 A.M. - 08:00 A.M. BREAKFAST-*INSPECT UNITS*  
07:45 A.M. - 08:15 A.M. INSTRUCTORS MEETING  
08:15 A.M. - 01:30 P.M. CLASSROOM  
**GROUP A--HIGHWAY, CITY, CHALLENGE & GRAVEL ROAD**  
**HELMETS 1 RABBIT & 2 DOGS (CHANNEL 3)**  
IF THE UNITS HITS A CONE, THEY ARE OUT OF THE PURSUIT  
**GROUP B *T.V.I. HELMETS* (CHANNEL 1)**
- 11:45 A.M.- 12:45 P.M. LUNCH
- 01:30 P.M.- 06:00 P.M. CLASSROOM  
**GROUP B--HIGHWAY, CITY, CHALLENGE & GRAVEL ROAD**  
**HELMETS 1 RABBIT & 2 DOG**  
IF THE UNITS HITS A CONE, THEY ARE OUT OF THE PURSUIT  
**GROUP A - *T.V.I. HELMETS***
- 06:00 P.M.-- 07:30 P.M. DINNER -
- 08:00 P.M. - ? CLASSROOM  
***HIGHWAY, IN-CITY & CHALLENGE COURSE***  
**HELMETS**  
1 RABBIT & 1 DOG  
**GROUP B WILL DRIVE FIRST**  
**GROUP A *T.V.I. HELMETS***  
(SWITCH MANEUVERS AFTER COMPLETION)

### TURN IN HELMETS

# ***“SMOOTH IS FAST”***



Last Updated 2-6-09 at 3:53pm

**FRIDAY**

06:30 A.M. - 07:00 A.M. WAKE UP AND GET DRESSED

07:00 A.M. - 08:15 A.M. BREAKFAST/INSPECT UNITS

**07:45 A.M. - 08:15 A.M. INSTRUCTOR'S MEETING**

08:15 A.M. - 10:30 A.M. *IN-CITY COURSE TEST*

10:30 A.M. - 11:45 A.M. FUEL AND CLEAN UNITS AND BUILDING #120

11:45 A.M. - 12:45 P.M. LUNCH?  
OR

11:45 A.M. - 12:45 P.M. CLASSROOM - INSTRUCTORS & STUDENTS  
**WRITTEN TEST**  
CRITIQUE

12:45 P.M. CHECK OUT - BYE, BYE

---

PLEASE BE SURE YOU HAVE TURNED IN:

**HELMETS, RADIOS & CAR KEYS!!**

**WATCH YOUR SPEED GOING HOME!**

71 YEARS OF DEDICATED SERVICE



**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for: (fill in date of meeting)

**VOTING SESSION:** February 10, 2009

**A. REQUEST MADE BY:** Maria Canchola, Constable, Pct. 4 Phone: 4-4934

**B. REQUESTED TEXT:** Approval and confirmation of licensed peace officers as per Texas Local Government Code, Section 86.011

**COUNTY JUDGE OR COMMISSIONER**

**A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**

**B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

**REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:**

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

**PURCHASING OFFICE (854-9700)**

Bid, Purchase Contract, Request for Proposals

**COUNTY ATTORNEY'S OFFICE (854-9415)**

Contract, Agreement, Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 3:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB - 2 PM 2:40

APPLICATION TO THE TRAVIS COUNTY  
COMMISSIONER' COURT  
FOR APPOINTMENT OF DEPUTY CONSTABLE(S)

In compliance with Section 86.011 of the Texas Local Government Code, I do hereby request Commissioners' Court approval and confirmation of the individual(s) named below for appointment to the position of Deputy Constable.

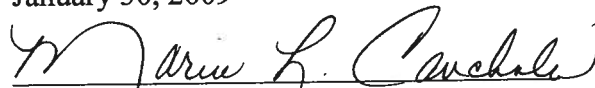
The appointment of the named individual(s) is necessary so that the official business of the Constable's Office that originates in the precinct may be properly handled.

The name(s) of the individual(s) is/are:

Robert L. Eller  
Leticia Vallejo  
Felix Garza  
Almar Saenz  
Ricardo Barrera  
Ricardo Gonzales  
Robert Machado  
Vance Brown  
Gubin Lopez  
Llorente Navarrette

Requested Date: January 30, 2009

Requested by:

  
Maria L. Canchola  
Constable, Pct. 4, Travis County, Texas





# Travis County Commissioners Court Agenda Request

Meeting Date: February 10, 2009

I. A. Requestor: Constable Pct 2 Phone # 854-9555

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT AND CONFIRMATION OF DEPUTY CONSTABLES FOR PRECINCT TWO, PER TEXAS LOCAL GOVERNMENT CODE, SECTION 86.011.**

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



# ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX, 78758-4418

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



January 29, 2009

To: Travis County Commissioner's Court

From: Constable Precinct 2

Please appoint the following Deputy Constable's for Travis County Precinct 2, 2009.

Sergeant Kevin Ward  
Sergeant Dwight Bertram  
Corporal Greg Papst  
Corporal Jeff Parker  
Deputy Kent Shaffer  
Deputy Lynn Snowden  
Deputy Daniel Johnson  
Sr. Deputy Jose Perez  
Deputy Lawrence Edwards  
Deputy Henry Flores  
Sr. Deputy Michael Schnautz  
Deputy Kevin Aigner  
Deputy Al Herrera  
Deputy Vincent Dodd  
Deputy Edward O'Shay  
Rita Hart (Reserve)  
Rodrigo Reyna (Reserve)  
Chris Ritenour (Reserve)

Respectfully Submitted,

George Morales  
Chief Deputy Constable, Precinct 2

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB - 2 PM 4:04



# Travis County Commissioners Court Agenda Request

Meeting Date: February 10, 2009

I. A. Requestor: Constable Pct 3 Phone # 854-9555

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT AND CONFIRMATION OF DEPUTY CONSTABLES FOR PRECINCT THREE, PER TEXAS LOCAL GOVERNMENT CODE, SECTION 86.011.**

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



# Richard McCain

CONSTABLE  
Travis County, Precinct 3

8656-B Highway 71 West, Suite E  
Austin, Tx 78735

Phone: (512) 854-2100  
Fax : (512) 854-2116

February 2, 2009

To: Honorable Judge Samuel T. Biscoe and Member of the Travis County  
Commissioner's Court

From: Richard T. McCain, Constable Pct. 3

A handwritten signature in black ink, appearing to read "R. McCain".

Re: Deputy Appointments for 2009-2012

Please appoint the following Deputy Constable for Precinct 3 2009-2012

- Bieze Christopher R.
- Camarillo, Jorje L.
- Cerrillo, Arnold
- Flores, Sergio C.
- Griffin, Gary
- Miller, Damon J.
- Peterson, Merelee M.
- Reyes, Alonzo
- Rush, Kenneth O.
- Soto, David
- Stone, Charles P.
- Suits, Stacy L.
- Tenorio, Johnny
- Tijerina, Robert

Thank you.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -2 PM 4. 15

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -3 AM 10  
29

Voting Session: February 10, 2009

SARAH CHURCHILL, ASST. COUNTY ATTY 854-9262

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON A LEASE AGREEMENT BY THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR A NEW COMMUNITY HEALTH CENTER TO BE LOCATED AT IH-35 AND RUNDBERG LANE.

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:

Sherri Fleming, HHS&VS Executive Manager, 854-4100  
\_\_\_\_\_  
\_\_\_\_\_

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- \_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- \_\_\_ 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 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



## **Memorandum**

**To:** Travis County Commissioners Court  
**From:** Patricia Young Brown, President and CEO  
**Date:** February 10, 2009  
**Re:** Consider and take appropriate action on a lease agreement by the Travis County Healthcare District for an interim Community Health Center location to be added at I-35 and Rundberg Lane

---

### **AGENDA REQUEST**

Consider and take appropriate action on a lease agreement by the Travis County Healthcare District for an interim Community Health Center to be located at I-35 and Rundberg Lane.

### **SUMMARY AND BACKGROUND**

Section 281.050 of the Texas Health and Safety Code authorizes a hospital district board of managers to lease any property or other facility to provide a service required by the district with the approval of the Commissioners Court. At the January 22, 2009, Travis County Healthcare District Board of Managers meeting, the Board approved an interim service expansion opportunity for the Community Health Center (CHC) system for northeast Travis County. To implement this expansion, the Travis County Healthcare District proposes to enter into a lease agreement for a recently vacated medical office space located at I-35 and Rundberg Lane. This opportunity will permit the CHCs to see additional patients in North Austin and will permit patient overflow from the current Northeast CHC to be seen in a more timely manner.

Austin Regional Clinic has closed a medical office at Rundberg Lane and I-35 which has resulted in that same medical office becoming available for lease. The District sees this opportunity as twofold, first there is the opportunity to prevent medical services from leaving an area that already has unmet demand. Secondly, it is an opportunity to

expand CHC services to this region of the county and assist in taking pressure off of the overwhelming demands placed upon the Northeast Community Health Center.

This proposal is for an interim period to expand services while ongoing planning and development continues for this region of the county. The newly purchased land at 1210 West Braker Lane and the construction of that new health center is projected to take 24-36 months and thus, this new service site will allow an immediate expansion of services to address current unmet need at the Northeast Community Health Center. The Rundberg Lane medical office is located in the 78753 zip code.

TCHD and the Community Health Center system will continue to work with the community on a long term plan for the future service needs of this region of the county and how best to meet those needs in the future. However, in order to take advantage of this current expansion opportunity, we need to work quickly to secure the lease for this existing medical office.

At its January 22, 2009 meeting, the District Board reviewed and discussed the terms and conditions of the proposed lease agreement and authorized the District President and CEO to negotiate and execute a final agreement. A lease agreement has been developed, which is presented to the Commissioners Court for approval under Section 281.050 of the Texas Health and Safety Code.

**STANDARD SHOPPING CENTER LEASE**

This Standard Shopping Center Lease ("Lease") is entered into by and between Sigland Properties II, Ltd., a Texas limited partnership ("Landlord") and Travis County Healthcare District ("Tenant").

**ARTICLE I  
Definitions**

- 1.1 (a) Landlord: Sigland Properties Ltd. II, a Texas limited partnership.
- (b) Landlord's Address, Phone & Email: c/o Hudson Properties, Inc., 3144 Bee Caves Rd., Austin, Texas 78746 (512)328-8744, phudson@hudson-properties.com.
- (c) Tenant: Travis County Healthcare District
- (d) Tenant's Address, Phone & Email: 1111 East Cesar Chavez, Suite B, Austin, TX 78702, 512-978-8152 (ph), 512-978-8156 (fax), larry.wallace@traviscountyhd.org
- (e) Tenant's Trade Name: Travis County Healthcare District or other trade name as specified by Tenant
- (f) Additional Rent: Tenant's Pro Rata Share of (i) taxes and insurance pursuant to Article XVI hereof, (ii) common area maintenance charges pursuant to Section 4.2 hereof and (iii) any other amounts due hereunder and designated as "Additional Rent". The initial Additional Rent is estimated to be THREE THOUSAND EIGHT HUNDRED NINETY AND 20/100 Dollars (\$3890.20) per month and is subject to adjustment from time to time as expenses increase or decrease. It is understood that the Base Rent and the Additional Rent is payable on or before the first day of the month.
- (g) Base Rent: The annual Base Rent shall be as follows:

DATES	ANNUAL RATE	BASE RENT	MONTHLY INSTALLMENT
2/1/09 through 1/31/10	\$15.50	\$136,524.00	\$11,377.00
2/1/10 through 1/31/11	\$16.28	\$143,350.20	\$11,945.85
2/1/11 through 1/31/12	\$17.09	\$150,517.71	\$12,543.14
2/1/12 through 1/31/13	\$17.94	\$158,043.60	\$13,170.30
2/1/13 through 1/31/14	\$18.84	\$165,945.78	\$13,828.81

- (h) "Demised Premises": Approximately 8808 square feet of floor space in Rundberg Square Shopping Center (herein referred to as the "Shopping Center") in the City of Austin, Travis County, Texas. The mailing address is 825 East Rundberg Lane, Suites A-2, B-1 and B-3, Austin, Texas 78753. The legal description is shown on Exhibit "A" attached hereto and made a part hereof. The Demised Premises is shown on Exhibit "E" - Site Plan as V-110 and V-120.
- (i) "Lease Term": Commencing on February 1, 2009 (the "Commencement Date") and continuing until and including February 28, 2014 (the "Term").
- (j) Permitted Use: Medical clinic
- (k) "Rent" shall mean Base Rent, Additional Rent and all other sums due and owing under this Lease.
- (l) Security Deposit: The Security Deposit is in the amount of FIFTEEN THOUSAND TWO HUNDRED FIFTY-SEVEN AND 20/100 Dollars (\$15,257.20). The Security Deposit shall be held by Landlord for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default hereunder by Tenant, and shall be held by Landlord without payment of any interest thereon. Upon the occurrence of any event of default by Tenant under this Lease, Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent, or to repair any damage or injury, or pay any expense or liability incurred by Landlord as a result of the event of default or breach of covenant, and any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon the termination of the Lease. If any portion of the security deposit is so used or applied, Tenant shall upon ten (10) days written notice from Landlord deposit with Landlord by cash or cashier's check an amount sufficient to restore the Security Deposit to its original amount. The Security Deposit may be assigned and transferred by Landlord to the successor in interest of Landlord and upon acknowledgment by such successor of receipt of such security and its assumption of the obligation to account to Tenant for such Security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

(m) Tenant's Pro Rata Share: the rentable area of the Premises divided by the rentable area of the Property on the last day of the calendar year for which Additional Rent is being determined, excluding any parking facilities. Tenant acknowledges that the "rentable area of the Premises" under this Lease includes the usable area, without deduction for columns or projections, multiplied by a load or conversion factor, to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, rest rooms, and other public, common and service areas. Except as provided expressly to the contrary herein, the "rentable area of the Property" shall include all rentable area of all space leased or available for lease at the Property, which Landlord may reasonably redetermine from time to time, to reflect reconfigurations, additions or modifications to the Property.

Initials

\_\_\_\_\_

\_\_\_\_\_



reflect reconfigurations, additions or modifications to the Property.

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

**ARTICLE II  
Premises**

2.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises, subject to the provisions contained herein. Landlord reserves the right to place in, under, over or through the Demised Premises pipes, wires, lines and facilities serving other areas or tenants of the Shopping Center provided such right is exercised in a manner which does not unreasonably interfere with Tenant's conduct of its business. The Demised Premises are being Leased "AS IS" and "WITH ALL FAULTS"; and LANDLORD MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEMISED PREMISES, (without limitation, Landlord makes no warranty as to the habitability or fitness of the Demised Premises) ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED AND/OR DISCLAIMED. TENANT HEREBY EXPRESSLY WAIVES ANY IMPLIED WARRANTY OF SUITABILITY OF THE DEMISED PREMISES.

**ARTICLE III  
Occupancy**

3.1 By occupying the Demised Premises, Tenant shall be deemed to have accepted same and to have acknowledged that the same comply fully with Landlord's covenants and obligations hereunder.

**ARTICLE IV  
Rental**

4.1 **Base Rent.** Beginning on the Commencement Date and continuing monthly thereafter on or before the first day of each calendar month during the Term, Tenant shall pay Landlord the monthly installments of Base Rent as set forth above, except that Base Rent for the first full calendar month for which Base Rent shall be due and be paid when Tenant executes this Lease. If the Term commences on a day other than the first day of a calendar month, or ends on the day other than the last day of a calendar month, then the Base Rent for such month shall be prorated on the basis of 1/30th of the monthly Base Rent for each day of such month.

4.2 **Common Area Maintenance Charges:** Tenant agrees to pay as additional rent Tenant's Pro Rata Share of the cost of operation and maintenance of the Common Area which may be incurred by Landlord in its discretion, including, among other costs, those for lighting, painting, cleaning, landscaping, parking, policing (to the extent, if any, that security is provided by or otherwise arranged for by Landlord), seasonal decoration, inspecting, repairing, replacing of any portion of the Common Area, operation of the central portion and water lines of any split heating, air conditioning, and ventilating systems; trash removal for the Common Area, all materials, supplies and services purchased or hired in connection with the operation of the Common Area; compensation and benefits paid to any and all personnel related to the operation of the Common Area, including, without limitation, security and maintenance persons, secretaries, bookkeepers, and other personnel; management fees charged for management of the Shopping Center. With regard to capital expenditures (i) the original investment in capital improvements (i.e., upon the initial construction of the Project) cannot be included, and (ii) improvements and replacements, to the extent capitalized on Landlord's records may be included only to the extent of a reasonable depreciation or amortization (including interest accruals commensurate with Landlord's interest costs). If this Lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, Tenant's reimbursement obligations under this paragraph 4.2 will be prorated based upon Landlord's expenses for the entire calendar year. Tenant must make such payments to Landlord at intervals not more frequent than monthly. Landlord may at its option make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year.

4.3 In the event any rental or other payment is not received within five (5) days after its due date for any reason whatsoever, in addition to the past due amount the Tenant shall pay to Landlord as a "late charge," an amount, as additional rent, equal to 10% of the amount(s) past due in order to compensate Landlord for its administrative and other overhead expense, and it is agreed that the amount(s) thus due shall bear interest at the maximum contractual rate which could legally be charged in the event of a loan of such rental to Tenant in the state where the Demised Premises are located (but in no event to exceed 1-1/2% per month), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the aforesaid due date and terminating with the date on which Tenant makes full payment of all amounts, owing to Landlord at the time of said payment. Any such increase shall be payable as additional rent hereunder, shall not be considered as a deduction from the monthly rental, and shall be payable immediately on demand.

4.4 If Tenant fails in two consecutive months to make rental payments within five days after due, Landlord in order to reduce its administrative costs, may require, by giving written notice to Tenant (and in addition to any interest accruing pursuant to Section 4.3 above, as well as any other rights and remedies accruing pursuant to Article XVII or Article XVIII below, or any other term, provision or covenant of this Lease), that minimum guaranteed rentals are to be paid quarterly in advance instead of monthly and that all future rental payments are to be made on or before the due date by cash, cashier's check, or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rental as provided in this Lease. Any acceptance of a monthly rental payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

Initials

\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE V  
Common Area**

5.1 The term "Common Area" is defined for all purposes of this Lease as the roof of the Demised Premises and that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center) parking areas, private streets and alleys, landscaping, curbs, loading area, elevators, stairways, driveways, sidewalks, roofs, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding space in buildings (now or hereafter existing) designed for rental for commercial purposes, as the same may exist from time to time, and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identity and type of any buildings in the Shopping Center. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants in the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. In this regard, Tenant shall furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires, and Tenant agrees that if any automobile or other vehicles owned by Tenant or any of its employees, subtenants, licensees or concessionaires shall at any time be parked in any part of the Shopping Center other than the specified areas designated for employee parking, Tenant shall pay to Landlord as additional rent upon demand an amount equal to twenty dollars (\$20.00) per vehicle per day for such parking. Tenant shall not solicit business, display merchandise, or offer it for sale within the Common Area or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

5.2 Landlord may from time to time substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface, or underground.

5.3 Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord.

5.4 Tenant will not load or unload any trucks or permit any trucks serving the Demised Premises to be loaded or unloaded except in the area specifically designated for such use by Landlord.

5.5 Nothing in this Article or elsewhere in this Lease shall be construed as constituting the Common Area, or any part thereof, as part of the Demised Premises.

5.6 Tenant shall be responsible, at its sole cost and expense, for the removal of its trash and rubbish; provided, however, in the event Landlord should establish a common trash and rubbish removal or disposal program at the Shopping Center, then Tenant shall participate in such program.

**ARTICLE VI  
Use**

6.1 The Demised Premises may be used only for the purpose or purposes specified in Section 1.1(j) above, and for no other purpose. Tenant shall use in the transaction of business in the Demised Premises the trade name specified in Section 1.1(e) above and no other trade name without the prior written consent of Landlord. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the Lease Term conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased. Tenant shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Premises, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the Premises open to the public for business with adequate personnel in attendance on all days and during all hours (including evenings) established by Landlord from time to time as store hours for the Shopping Center, and during any other hours when the Shopping Center generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.

6.2 Tenant shall not keep anything within the Premises or use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the Shopping Center. If an increase in any insurance premiums paid by Landlord for the Shopping Center is caused by Tenant's use of the Demised Premises, Tenant agrees to pay as Additional Rent the amount of such increase to Landlord. Tenant agrees to pay any amount due under this Paragraph 6.2 within ten (10) days following receipt of the invoice showing the additional rent due.

6.3 Tenant, subject to Landlord's obligations as stated in this Lease, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal (including the Americans with Disability Act), municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Demised Premises. Tenant will comply with the rules and regulations of the Shopping Center adopted by Landlord and which are attached hereto as Exhibit "B" to this Lease. Notwithstanding the provisions of this Lease to the contrary, if the Rules and Regulations of the Shopping Center adopted by Landlord or modifications thereto conflict with the other terms and conditions of this Lease, the other terms and conditions shall govern and Tenant shall not be required to comply with such Rules and Regulations that conflict with the other terms and conditions of this Lease. If Tenant is not complying with such Rules and Regulations, or if Tenant is in any way not complying with this Article VI, then notwithstanding anything to the contrary contained herein, Landlord, may, at its election, enter the Demised Premises without liability therefor and fulfill Tenant's obligations. Tenant shall reimburse Landlord within ten (10) days after receipt of invoice for any expenses which Landlord may incur in effecting compliance with Tenant's

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obligations and agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. Tenant represents and warrants that Tenant, its agents, employees, licensees, assignees, sublessees, and invites shall not use the Demised Premises for any illegal purpose, as the location for any illegal act or for the arrangement of an illegal act. Tenant agrees to report to Landlord any crimes or illegal acts on the Property of which it has knowledge or may be aware. Tenant agrees to indemnify Landlord, Landlord's successors and assigns from any damage, loss, claim or costs including reasonable attorney's fees incurred by Landlord, its successors and assigns in connection with the failure of Tenant, Tenant's agents, employees, representatives, licensees or invites to comply with this Paragraph 6.3 including any damage, loss, claim or costs, (including reasonable attorney's fees) as a result of a criminal or civil forfeiture proceeding asserted against the Demised Premises. Landlord shall have the right at all times to change and amend the Rules and Regulations in any reasonable manner, provided such changes or amendments do not conflict with the other terms and conditions of this Lease, as it may deem advisable for the safety, care, cleanliness, preservation of good order and operation or use of the Shopping Center or the Demised Premises. All changes and amendments to the rules and regulations of the Shopping Center will be forwarded by Landlord to Tenant in writing and shall thereafter be carried out and observed by Tenant.

6.4 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall not overload the floors in the Demised Premises nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the Premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the Premises arranging for the regular pick-up of such trash and garbage at Tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage with in the Shopping Center area.

6.5 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Demised Premises lighted from dusk until 11:00 P.M. every day, including Sundays and holidays.

6.6 Tenant shall include the address and identity of the Shopping Center and its business activities in the Demised Premises in all advertisements made by Tenant with respect to its business in the Demised Premises or in which the address and identity of any similar local business activity of Tenant is mentioned.

6.7 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations.

6.8 There shall be no "merchant's association" or similar organization for the occupants of the Shopping Center. Landlord may establish a fund with which Landlord, in its reasonable discretion, shall use the proceeds thereof to promote and advertise the businesses conducted within the Shopping Center. Tenant shall pay Tenant's Pro Rata Share of contributions made to such fund based on the ratio of the leasable floor area of the Demised Premises over the leasable floor area of the Shopping Center. Landlord shall contribute an amount to such fund equal to 30% of the contributions thereto by Tenant.

**ARTICLE VII**  
**Repairs**

7.1 Landlord shall be responsible for all exterior and structural repairs to the Demised Premises, including, but not limited to, the foundation, exterior walls and roof, gutters and down-spouts, imbedded plumbing and electrical lines and subfloors. If any particular repair costing more than \$10,000 is required to the Demised Premises, Landlord shall pay that portion of the cost that exceeds \$10,000. The preceding sentence does not apply to interior improvements or replacing items due to normal wear and tear (for example, replacing carpet or repainting). Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires.

7.2 In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord. All non-emergency repair work and/or changes to the Demised Premises shall be provided in architectural plans from Landlord to Tenant prior to commencement and shall be reviewed and approved by Tenant prior to Landlord commencing work, which approval shall not be unreasonably withheld or delayed, provided such alterations, additions, or improvements do not materially affect the structural, mechanical, plumbing or electrical systems of the Shopping Center. Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after receipt by Landlord of such written notice.

7.3 Tenant, at its sole cost and expense, shall make all needed repairs and replacements to the interior areas of the Demised Premises (and shall keep same in a good, clean and habitable condition), to Tenant's storefront signage (including replacement of cracked or broken glass) and to the HVAC system that are less than \$10,000 (as per Paragraph 7.1 above) and to all utility lines located within the demising walls of the Demised Premises and which lines exclusively serve the Demised Premises. Additionally, Tenant, at its sole cost and expense, shall keep the Demised Premises free of insects, rodents, vermin and other pests. Further, Tenant shall be responsible at its sole cost and expense to make any repairs to the Shopping Center, Common Areas or Demised Premises caused by the negligence or intentional actions of Tenant, its agents, employees, subtenants, licensees and concessionaires.

(a) Without limiting the coverage of the previous sentence, it is understood that Tenant shall be responsible for performance and payment of all interior repairs less than \$10,000, and the first \$10,000 of any interior repairs costing in excess of \$10,000, including the repair and replacement of all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also include *all* utility repairs in ducts, conduits, pipes, and wiring and any sewer stoppage located in, under and above the Demised Premises.

(b) If any repairs required to be made by Tenant hereunder are not made within ten days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs, without liability to Tenant for any loss or

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damage which may result in its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional rent hereunder, the cost of such repairs. At the expiration of this Lease, Tenant shall surrender the Demised Premises in good condition, excepting reasonable wear and tear.

7.4 Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Demised Premises. Tenant will not in any manner cut or drive nails into or otherwise mutilate the roof of the Demised Premises and will be responsible for any damage caused to the roof by any acts of the Tenants, its agents, servants, employees or contractors of any type or nature.

**ARTICLE VIII**  
**Additions and Fixtures**

8.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Premises and become the property of Landlord at the termination of this Lease (except as may be modified by exhibits which will be attached to this Lease), unless Landlord requests their removal in which event Tenant shall remove the same and restore the Demised Premises to their original condition at Tenant's expense.

8.2 All construction work done by Tenant on, in or under the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and subject to Landlord's prior approval of all plans and specifications, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage.

**ARTICLE IX**  
**Right of Entry**

9.1 Landlord and any Mortgagee or Deed of Trust beneficiary shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, lessees or lenders.

9.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last ninety days of the Lease term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 6.4, Section 10.1 or any other provision of this Lease.

9.3 Use of the roof above the Demised Premises is reserved to Landlord.

**ARTICLE X**  
**Signage and Window Treatments**

10.1 Tenant, at its sole cost and expense, shall procure and erect on the face of the Demised Premises above the storefront, a professionally designed and manufactured exterior sign bearing Tenant's trade name or principle type of business. Tenant shall also, subject to the conditions of this Article, be entitled to place a panel sign on the pylon in the location previously used by the former tenant. All of Tenant's signage is subject to Landlord's approval prior to its installation. Further, it will be Tenant's sole responsibility and at Tenant's sole expense to keep said signage in good condition and proper operating order at all times.

10.2 Tenant shall not, without Landlord's prior written consent (a) make any changes to the storefront or (b) install any exterior lighting, decorations, paintings, awnings, window coverings, canopies, security alarms, or the like or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises. All signs, lettering, placards, decorations, window treatments, drapes, blinds, shades, solar film, temporary and/or permanent advertising media shall conform in all respects to the sign criteria and storefront criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times.

**ARTICLE XI**  
**Utilities**

11.1 Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewage service to a point in the Shopping Center.

11.2 Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewage service and other utilities furnished (and separately metered) to the Demised Premises.

11.3 Except for Landlord's gross negligence, Landlord shall not be liable for any interruption whatsoever in utility services.

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**ARTICLE XII  
Insurance Liability and Indemnity**

12.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises or the Common Area caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires or of any other person entering the Shopping Center under express or implied invitation of Tenant, or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

12.2 Landlord shall keep the building insured against loss or damage by fire and other casualties insurable under the Standard Fire and Extended Coverage policy. It shall be the responsibility of the Tenant to insure its own contents including but not limited to improvements and betterments, furniture, fixtures, stock inventory, and glass storefronts for glass breakage. Tenant shall procure and maintain throughout the term of this Lease an all risk policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Demised Premises or by the condition of the Demised Premises, the limits of such policy or policies to be in an amount not less than \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$1,000,000 in respect of property damaged or destroyed, and to be written by insurance companies satisfactory to Landlord. These amounts are subject to change by Landlord. Additionally, should Tenant's use include the sale of any alcoholic beverage, Tenant shall procure and maintain liquor liability coverage. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten days prior to cancellation of such insurance. Such policies or duly executed certificates thereof will be furnished to Landlord at least thirty days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand as additional rent hereunder the premium cost thereof plus interest at the maximum contractual rate (but in no event to exceed 1-1/2% per month) from the date of payment by Landlord until repaid by Tenant.

12.3 Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto, or anyone claiming through or under them by way of subrogation or otherwise, during the term for any and all loss of, or damage to any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for who such other party may be responsible), which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recovered under such insurance policies. Such waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties hereto. Inasmuch as such mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

12.4 Except for Landlord's gross negligence and willful misconduct, Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to person or damage to property caused by the Demised Premises or other portions of the Shopping Center becoming out of repair or by defect or failure of any structural element of the Demised Premises or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts of omissions of other tenants of the Shopping Center or of any other persons whomsoever excepting only duly authorized employees and agents of Landlord.

12.5 Tenant shall keep and maintain in force during the term hereof, plate glass insurance upon windows and doors in the Demised Premises, delivering certificates of such insurance to Landlord.

**ARTICLE XIII  
Damage or Destruction**

13.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

13.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises are located shall be destroyed or substantially damaged by a casualty not covered by Landlord's insurance or (b) such building shall be destroyed or rendered untenable to an extent in excess of fifty percent of the first floor area by a casualty covered by Landlord's insurance, or (c) the holder of a mortgage, deed of trust or other lien on the Demised Premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty days after the occurrence of such casualty and if it elects to rebuild and repair shall proceed to do so with reasonable diligence and at its sole cost and expense.

13.3 Landlord's obligation to rebuild and repair under this Article XIII shall in any event be limited to restoring the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant. Tenant agrees that promptly after completion of such

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work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant and all items of Tenant's Work as described in Article XXIII, as the case may be.

13.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, Based Rent shall be reduced to such extent as may be fair and reasonable under the circumstances, however, there shall be no abatement of the Additional Rent and other charges provided for herein.

#### **ARTICLE XIV Condemnation**

14.1 If more than thirty (30) percent of the floor area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

14.2 If less than thirty (30) percent of the floor area of the Demised Premises should be taken as aforesaid, this Lease shall not terminate; however, the Base Rent and Additional Rent (but not percentage rental) payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining Premises, required to make the remaining portions of the Demised Premises an architectural whole.

14.3 If any part of the Common Area should be taken as aforesaid, this Lease shall not terminate, nor shall the rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy percent of the area of the Common Area immediately prior to the taking. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty days after the date physical possession is taken by the condemning authority.

14.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord, provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items are made to Tenant.

#### **ARTICLE XV Assignment and Subletting**

15.1 Tenant shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by merger, dissolution or transfer of a controlling interest in any partnership or corporate Tenant, which merger, dissolution or transfer shall be deemed an assignment) or mortgage or pledge the same, or sublet the Demised Premises, in whole or in part, without the prior written consent of Landlord, and in no event shall any such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder. No assignee or sublessee of the Demised Premises or any portion thereof may assign or sublet the Demised Premises or any portion thereof.

15.2 Conditions of Tenant Assignment. If Tenant desires to assign or sublet all or any part of the Demised Premises, it shall so notify Landlord in writing at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment or sublease and such information as Landlord might reasonably request concerning the proposed sublessee or assignee to allow Landlord to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublessee or assignee. Within fifteen (15) days after Landlord's receipt of Tenant's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee, Landlord shall have the following options: (1) cancel this Lease effective thirty (30) days after Tenant's receipt of Landlord's notice as to the Leased Premises or portion thereof proposed to be assigned or sublet; (2) consent to the proposed assignment or sublease, and, if the rent due and payable by any assignee or sublessee under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the rent payable under this Lease for such space, Tenant, after deducting for any out-of-pocket expenses pertaining to the assignment or sublease, shall pay to Landlord such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant; or (3) refuse to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Landlord gives Tenant written notice stating otherwise. Upon the occurrence of an event of default by Tenant under this Lease, if all or any part of the Demised Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may at its option, collect directly from the assignee or sublease all rents becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all property belonging to Tenant on the Demised Premises to secure payment of such sums. No collection directly by Landlord from the assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any guarantor from the further performance of its obligations under this Lease. All reasonable legal fees and expenses incurred by Landlord in connection with an assignment or sublease shall be payable within thirty (30) days of demand for payment thereof, as Additional Rent hereunder. Notwithstanding the provisions of this Lease to the contrary, (i) if Tenant's stock is traded on a nationally recognized exchange the transfer of such stock shall not be construed as a transfer of this Lease, and (ii) Tenant, upon prior written notice to Landlord, shall have the right to assign this Lease or sublease the Leased Premises or a part thereof to any entity that controls, is controlled by, or is under common control with Tenant, and Landlord shall have no right to cancel, consent, refuse to consent, or share in any excess payments pursuant to this Section 15.2.

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15.3 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this Lease (even if future assignments and sublettings occur subsequent to the assignment of subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings). Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this Lease, or if with respect to an assignment, license or other transfer by Tenant, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be. Finally, in any event of assignment or subletting it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind, and upon election by Landlord such rentals shall be paid directly to Landlord as specified in Section 4.1 of this Lease (to be applied as a credit and offset to Tenant's rental obligations).

15.4 Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises.

15.5 In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder; and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

**ARTICLE XVI  
Taxes and Insurance**

16.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

16.2 Except as provided in Section 16.1 and 16.3, Tenant shall pay or cause to be paid all Tenant's Pro Rata Share of general real estate taxes, general and special assessments, parking surcharges and other governmental charges (hereinafter collectively referred to as the "General Taxes") levied against the Shopping Center for each real estate tax year. Tenant shall pay to Landlord upon demand, and in addition to the rentals and other charges prescribed in this Lease, its share of General Taxes attributable to the Demised Premises. The payment to be made by Tenant for the real estate tax year in which this Lease terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as the number of days of such tax year which elapsed prior to termination of this Lease bears to a full tax year.

16.3 If at any time during the Term of this Lease or any renewal or extension thereof a tax or excise on rents, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon Landlord) is levied or assessed against Landlord by any lawful taxing authority on account of Landlord's interest in this Lease or the rents or other charges reserved hereunder, as a substitute in whole or in part, or in addition to the general taxes described in Section 16.2 above. Tenant agrees to pay to Landlord upon demand, and in addition to the rentals and other charges prescribed in this Lease, the amount of such tax or excise. In the event any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require.

16.4 Tenant shall pay Tenant's Pro Rata Share during the primary term of this Lease or any renewal or extension thereof the premiums for liability insurance, fire and extended coverage insurance, or both, carried by Landlord covering the Shopping Center (hereinafter referred to as the "Insurance Premiums"). Tenant shall pay to Landlord upon demand, and in addition to the rentals and other charges prescribed in this Lease, all of Tenant's Pro Rata Share of the Insurance Premiums attributable to the Demised Premises. The payment to be made by Tenant for the insurance of the year in which this Lease terminates shall bear the same ratio to the payment which would be required to be paid for the full insurance term as the number of days of such term which elapsed prior to termination of this Lease bears to the full term.

**ARTICLE XVII  
Default**

17.1 The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay when due any installment of Rent or any other obligation hereunder involving the payment of money.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than as described in subsection (a) above, and shall not cure such failure within ten days after written notice thereof to Tenant.

(c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under the bankruptcy laws of the United States, as amended, or under any similar law or statute of the United States or any State thereof, or Tenant or any

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guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease thereunder.

(e) A receiver or Trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

(f) Tenant shall desert or vacate or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premises or shall remove or attempt to remove, without the prior written consent of Landlord, all or a substantial value of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Tenant shall do or permit to be done anything which creates a lien upon the Premises.

(h) An assignment, transfer, license or sublet occurs in violation of the terms of this Lease.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue either or both of the following remedies:

(1) Landlord may terminate this Lease, repossess the Demised Premises by detainer suit, summary proceedings or other lawful means, and recover as damages a sum of money equal to: (a) any unpaid Rent as of the termination date, including interest at the Default Rate (as hereinafter defined), (b) any unpaid Rent which would have accrued after the termination date through the time of award, including interest at the Default Rate, less such loss of Rent that Tenant proves could have been reasonably avoided, (c) any unpaid Rent which would have accrued after the time of award during the balance of the Term, less such loss of Rent that Tenant proves could be reasonably avoided, and (d) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including without limitation all Costs of Reletting (as hereinafter defined). For purposes of computing the amount of Rent herein that could have accrued after the time of award, Tenant's Pro Rata Share of Common Area Maintenance shall be projected, based upon the average rate of increase, if any, in such items from the Commencement Date through the time of award.

(2) If applicable law permits, Landlord may terminate Tenant's right of possession and repossess the Premises by detainer suit, summary proceedings or other lawful means, without terminating this Lease (and if such Law permits, and Landlord shall not have expressly terminated the Lease in writing, any termination shall be deemed a termination of Tenant's right of possession only). In such event, Landlord may recover: (a) any unpaid Rent as of the date possession is terminated, including interest at the Default Rate, (b) any unpaid Rent which accrues during the Term from the date possession is terminated through the time of award (or which may have accrued from the time of any earlier award obtained by Landlord through the time of award), including interest at the Default Rate, less any Net Reletting Proceeds (as hereafter defined) received by Landlord during such period, and less such loss of Rent that Tenant proves could have been reasonably avoided, and (c) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including without limitation all Costs of Reletting. Landlord may bring suits for such amounts or portions thereof, at any time or times as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amount to which landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment.

i. Default Rate shall mean eighteen percent (18%) per annum, or the highest rate permitted by applicable law, wherever is less.

ii. Net Reletting Proceeds shall mean the total amount of Rent and other consideration paid by any Replacement Tenants, less all Costs of Reletting, during a given period of time.

iii. Costs of Reletting shall include without limitation all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises, brokerage commissions, advertising costs, attorneys' fees, any customary free rent periods or credits, tenant improvements allowances, take-over lease obligations and other customary, necessary or appropriate economic incentives required to enter leases with Replacement Tenant, and costs of collecting Rent from Replacement Tenants.

iv. Replacement Tenants shall mean any persons to whom Landlord relets the Premises or any portion thereof.

17.2 Landlord shall at all times have the right and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Section 17.1 above, or any law or other provision of this Lease, without prior demand or notice except as required by applicable law to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof, and (ii) sue for and collect any unpaid Rent which has accrued. Notwithstanding anything to the contrary contained in the Lease, to the extent not expressly prohibited by applicable law, in the event of any default by Tenant not cured within any applicable time for cure hereunder, Landlord may terminate this Lease or Tenant's right to possession and accelerate and declare that all Rent reserved for the remainder of the Term shall be immediately due and payable (in which event, Tenant's Pro Rata Share of the Common Area Maintenance Charges and Percentage Rent for the remainder of the Term shall be projected based on the average amounts paid over the last twelve months); provided Landlord shall, after receiving payment of the same from Tenant, be obligated to turn over to Tenant any actual Net Reletting Proceeds thereafter received during the remainder of the Term, up to the amount so received from Tenant pursuant to this provision.

17.3 Landlord and Tenant agree that Tenant shall be irrebuttably presumed to have abandoned the Demised Premises should Tenant remove any property from the Demised Premises outside the ordinary course of business or should Tenant fail to maintain regular business hours. Landlord and Tenant agree that Landlord has the right, as an additional remedy upon Tenant's Default (as defined herein) and without waiving any or other rights or remedies under this Lease, to change the locks on the

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Demised Premises. In the event that Landlord does exercise its right to change such locks, Landlord is under no obligation to place a written notice of any kind on Tenant's front door or elsewhere. Landlord is under no obligation to provide Tenant with a new key or access to the Demised Premises until all delinquent rents or other defaults have been completely cured by Tenant. Tenant hereby expressly agrees to release and hold harmless Landlord from any and all damages, costs or inconveniences that arise as a direct or indirect consequence of Landlord's decision to change the locks of the Demised Premises and hereby waives the provisions of Section 92.008 of the Texas Property Code.

17.4 No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. To the fullest extent permitted by law, all Rent and other consideration paid by any Replacement Tenants shall be applied: first to the Costs of Reletting, second to the payment of any Rent therefore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). Rent shall be paid without any prior demand or notice therefor (except as expressly provided herein) and without any deduction, set-off or counterclaim, or relief from any valuation or appraisal laws.

17.5 If Landlord defaults in the observance or performance of any term or covenant required to be performed by it under this Lease, Tenant after not less than ten (10) days written notice (unless notice is otherwise provided herein) to Landlord may, but shall not be obligated to, remedy such default and in connection therewith may pay or incur reasonable expenses. Notwithstanding the foregoing, Tenant shall not have such right in the event Landlord takes action to cure the default within said ten (10) day period but is unable, by reason of the nature of the work involved, to cure the same within such period, provided Landlord continues such work thereafter diligently and without unnecessary delays. Additionally, Tenant shall have the right to remedy any default of an emergency nature or which materially, adversely affects Tenant's business operations in the event Landlord fails to commence curing any default creating any such situation promptly upon being given notice which is reasonable under the circumstances, and Tenant shall have the right to remedy such a default without notice (if the giving of notice is not reasonably practicable) in such event. All reasonable sums expended or obligations incurred by Tenant in connection with the foregoing shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant, Tenant may, in addition to any other right or remedy that Tenant may have, deduct or offset such amount from subsequent installments of Rent or other amounts hereunder which from time to time thereafter become due to Landlord. If Landlord's failure to perform its obligations hereunder creates a condition which interferes substantially and materially with the normal use of the Premises or appurtenant parking or loading areas by Tenant as allowed herein, and as a consequence Tenant is compelled to discontinue business in the Premises in whole or in part during the period of time that such interference persists, then the Rent shall be proportionately abated during the time of such discontinuance of business, but no such abatement shall continue beyond the time that the interference no longer persists regardless of any delay by Tenant in resuming operation of business after that time. If the interference continues more than thirty (30) days, Tenant shall have the right to terminate this Lease. Notwithstanding any of the provisions of this Paragraph 17.5, Tenant shall have NO right to abate rent or terminate this Lease if Landlord has cured or so long as Landlord is using reasonable and diligent efforts to cure any default for which Landlord has been given ten (10) days written notice.

**ARTICLE XVIII  
Landlord's Lien**

18.1 In addition to the statutory Landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on the Demised Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least seven days before the time of sale. Any sale made pursuant to the provision of this paragraph shall be deemed to have been a public sale conducted in commercially reasonable manner if held in the above-described Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Upon the request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the state in which the property is located, as well as any other state the laws of which Landlord may at any time consider to be applicable.

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**ARTICLE XIX  
Holding Over**

19.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said Premises as a tenant from month to month at a rental equal to all Rent (including any percentage rental) provided herein provided plus fifty per cent of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

**ARTICLE XX  
Subordination**

20.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Demised Premises or the Shopping Center as a whole, and to any renewals and extensions thereof. Tenant agrees that any such mortgagee shall have the right at anytime to subordinate such mortgage, deed of trust or other lien relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and/or arising from insurance payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this instrument with respect to the payment of usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed upon the Demised Premises or the Shopping Center as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from any such mortgagee a written agreement that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this Lease.

20.2 At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

20.3 In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage, deed of trust or other lien created by Landlord covering the Demised Premises, or in the event a conveyance in lieu of foreclosure, Tenant shall attorn to the purchaser (including Landlord's mortgagee) upon any such foreclosure, sale or conveyance in lieu of foreclosure, and recognize such purchaser as Tenant's landlord under this Lease or, at the option of such purchaser, Tenant will promptly execute a new Lease with such purchaser on the same terms and conditions as are contained in this Lease. Upon request by Landlord's mortgagee, Tenant shall execute and deliver an instrument or instruments confirming the attornment herein above provided.

**ARTICLE XXI  
Notices**

21.1 Whenever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above (or at Landlord's option, to Tenant at the Demised Premises), or at such other addresses as they have theretofore specified by written notice.

21.2 If and when included within the term "Landlord" as used in this instrument there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord. If and when included within the term "Tenant" as used in this instrument there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice of payment.

**ARTICLE XXII  
Compliance with Regulations**

22.1 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives and regulations along with deed restrictions, restrictive covenants and other matters filed of record in the County Clerk's office (collectively referred to hereinafter as the "Regulations"), and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Demised Premises or the Shopping Center, and concerning the impact on the environment of construction, land use, maintenance, and operation of structures, and conduct of business. Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment, or do anything to permit anything to be done that would violate any of said laws, or regulations, guidelines, restrictive covenants, or other matters filed of record. Moreover, Tenant shall have no claim against Landlord by reason of any changes Landlord may make in the Shopping Center of the Demised Premises pursuant to said Regulations or any charges imposed upon customers or other invitees pursuant to same.

22.2 If by reason of any Regulations, the payment to, or collection by, Landlord of any rental or other charge (collectively referred to hereinafter as "Lease Payments") payable by Tenant to Landlord pursuant to the provisions of this Lease is in excess of the amount (the "Maximum Charge") permitted therefor by the Regulations, then Tenant, during the period (the "Freeze

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Period") when the Regulations shall be in force and effect shall not be required to pay, nor shall Landlord be permitted to collect, any sum in excess of the Maximum Charge. Upon the earlier of (i) the expiration of the Freeze Period, or (ii) the issuance of a final order or judgment of a court of competent jurisdiction declaring the Regulations to be invalid or not applicable to the provisions of this Lease. Tenant, to the extent not then proscribed by law, and commencing with the first day of the month immediately following, shall pay to Landlord as additional rental, in equal monthly installments during the balance of the term of this Lease, a sum equal to the cumulative difference between the Maximum Charges and the Lease Payments during the Freeze Period. If any provisions of this section, or the application thereof, shall to any extent be declared to be invalid and unenforceable, the same shall not be deemed to affect any of the other provisions of this section or of this Lease, all of which shall be deemed valid and enforceable to the fullest extent permitted by law.

### **ARTICLE XXIII Improvements to the Demised Premises**

23.1 This is an "AS IS" Lease. There is no Landlord's Work.

23.2 Intentionally Deleted.

23.3 Tenant shall be responsible, at its sole cost and expense, for the construction of all improvements, additions and/or renovations to the Demised Premises, except as expressly set forth above in paragraph 23.1 and designated as Landlord's Work ("Tenant's Work").

23.4 All contracts entered into by Tenant for the completion of Tenant's Work, shall contain provisions (a) protecting Landlord from liability exposure, mechanic's liens and workman's compensation claims, (b) shall provide that Tenant's contractor will cooperate with other trades and contractors working on the Shopping Center, and (c) shall contain provisions whereby the contractor agrees to abide by Landlord's rules and regulations governing the use of the premises and construction of improvements.

23.5 Prior to the commencement of Tenant's Work, Tenant shall furnish Landlord with copies of (a) all necessary licenses and permits to be used in performing Tenant's Work, (b) all designs, plans, specifications and contracts for Tenant's Work and (c) certificates of insurance for workman's compensation, builder's risk and public liability insurance in amounts deemed reasonable by Landlord.

23.6 Landlord and Tenant shall conform to, and comply with, all federal, state and local laws, ordinances, rules and regulations in the performance of their respective Work.

23.7 Upon opening for business in the Demised Premises, Tenant shall be deemed to have accepted the same as in full compliance with Landlord's covenants and obligations hereunder.

23.8 Notwithstanding anything herein contained to the contrary, neither Tenant nor Tenant's contractors shall penetrate or make openings in the roof or the exterior walls over or in the Demised Premises. All such penetrations and openings shall be done, at Tenant's expense, by Landlord or a contractor appointed by Landlord.

### **ARTICLE XXIV Hazardous Materials**

24.1 Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as defined below) upon or about the Demised Premises and/or the Shopping Center, or permit Tenant's employees, agents, contractors, and other occupants of the Demised Premises to engage in such activities upon or about the Demised Premises and/or the Shopping Center. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Demised Premises of substances customarily used in offices (or such other business or activity expressly permitted to be undertaken in the Demised Premises under Article VI), provided; (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Demised Premises, strictly in accordance with applicable Law and manufacturers' instructions therefore, (b) such substances shall not be disposed of, released or discharged on any portion of the Shopping Center, and shall be transported to and from the Demised Premises in compliance with all applicable Laws, and as Landlord shall reasonably require, (c) if any applicable Law or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Demised Premises, and (d) any remaining such substances shall be completely, properly and lawfully removed from the Demised Premises upon expiration or earlier termination of this Lease.

24.2 Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Demised Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party against Tenant or the Demised Premises relating to any loss or injury resulting from any Hazardous Material, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Demised Premises, and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Demised Premises. Landlord shall have the right (but not the obligation) to join and participate as a party in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list identifying any Hazardous Material then used, stored or maintained upon the Demised Premises, the use and approximate quantity of each such material, a copy of any material safety data sheets ("MSDS") issued by the manufacturer therefor, written information concerning the removal, transportation and disposal of the same, and such other information as Landlord may reasonably require or as may be required by Law. The term "Hazardous Material" for purposes hereof shall mean any chemical,

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substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of an MSDS.

24.3 If any Hazardous Material is released, discharged or disposed of by Tenant or any other occupant of the Demised Premises, or their employees, agents or contractors, on or about the Demised Premises and/or the Shopping Center in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws clean up and remove the Hazardous Material from the Demised Premises and/or the Shopping Center and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense. Such clean up and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Tenant shall fail to comply with the provisions of this Article within five (5) days after written notice by Landlord, or such shorter time as may be required by Law or in order to minimize any hazard to Persons or property, Landlord may (but shall not be obligated to) arrange for such compliance directly or as Tenant's agent, through contractors or other parties selected by Landlord, at Tenant's expense (without limiting Landlord's other remedies under this Lease or applicable Law). If any Hazardous Material is released, discharged or disposed of on or about the Demised Premises and/or the Shopping Center and such release, discharge or disposal is not caused by Tenant or other occupants of the Demised Premises, or their employees, agents or contractors, such release, discharge or disposal shall be deemed casualty damage under Article XIV to the extent that the Demised Premises or common areas serving the Demised Premises are affected thereby, and in such case, Landlord and Tenant shall have the obligations and rights respecting such casualty damage provided under Article XIV.

**ARTICLE XXV**  
**Relocation**

25.1 Landlord shall NOT be entitled to relocate Tenant.

**ARTICLE XXVI**  
**Miscellaneous**

26.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

26.2 Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this Lease, it being agreed that the obligations of Landlord hereunder are independent of Tenant's obligations except as may be otherwise expressly provided. In this regard it is specifically understood and agreed that in the event Landlord commences any proceedings against Tenant for non-payment of rentals or any other sum due and payable by Tenant hereunder, Tenant will not interpose any counter-claim or other claim against Landlord of whatever nature or description in any such proceedings, and in the event that Tenant interposes any such counter-claim or other claims against Landlord in such proceedings, Landlord and Tenant stipulate and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counter-claim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Landlord and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of such counter-claim or any other claim asserted by Tenant.

26.3 The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Demised Premises; and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder, which do not involve the personal liability of Landlord.

26.4 Except as may be otherwise herein provided, in all circumstances under this Lease where prior consent or permission of one party ("First Party"), whether it be Landlord or Tenant, is required before the other party ("Second Party") is authorized to take any particular type of action, the matter of whether to grant such consent or permission shall be within the sole and exclusive judgment and discretion of the First Party, and it shall not constitute any nature of breach by the First Party hereunder or any defense to the performance of any covenant, duty or obligation of the second party hereunder that the first party delayed or withheld the granting of such consent or permission, whether or not the delay or withholding of such consent or permission was, in the opinion of the Second Party, prudent or reasonable based on good cause.

26.5 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waiver or render unnecessary consent to or approval of any subsequent similar act.

26.6 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

26.7 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and such other matters as may be requested by Landlord for an estoppel letter. The failure of Tenant to execute and deliver to Landlord a statement in accordance with the provision hereof shall

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constitute an acknowledgment by Tenant which may be relied upon by any mortgagee that this Lease is unmodified and in full force and effect, that the rent has been duly and fully paid to and including the respective due dates immediately preceding the date of such notice, and that Landlord is not in default. Failure by Tenant to deliver timely the estoppel letter shall constitute, as to any person entitled to rely upon such statement, a waiver of any defaults which may exist prior to the date of such notice.

26.8 If this Lease is in fact a sublease, Tenant accepts this Lease subject to all of the terms and conditions of the underlying Lease under which Landlord holds the Shopping Center as lessee, Tenant covenants that it will do no act or thing which would constitute a violation by Landlord of his obligation under such underlying Lease; provided, however, that Tenant's agreement in this regard is premised on Landlord's assurances to the effect that the terms of this Lease do not violate such underlying Lease.

26.9 The laws of the State in which the Demised Premises are located shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby. Venue for any action under this Lease shall be the county in which rentals are due pursuant to Section 4.1 and Section 1.1 of this Lease.

26.10 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

26.11 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

26.12 The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

26.13 THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO BROCHURE, RENDERING, INFORMATION ON CORRESPONDENCE SHALL BE DEEMED TO BE A PART OF THIS AGREEMENT UNLESS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE. IN ADDITION, NO AGREEMENT SHALL BE EFFECTIVE TO CHANGE, MODIFY, OR TERMINATE THIS LEASE IN WHOLE OR IN PART UNLESS SUCH IS IN WRITING AND DULY SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF SUCH CHANGE, MODIFICATION OR TERMINATION IS SOUGHT.

26.14 This Lease consists of twenty-six articles and Exhibits A through F (any space left blank will be deemed to have been completed with the word "none"). In the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of the Lease, the provision as set forth in the exhibit shall be deemed to control.

26.15 THIS LEASE DOES NOT CONSTITUTE A BINDING AGREEMENT UNTIL EXECUTED BY BOTH LANDLORD AND TENANT.

26.16 This Lease agreement is subject to and contingent upon its approval by Landlord's interim or permanent lender and the general partner of Landlord. In the event said approvals are not obtained, then this Lease may be terminated by Landlord within thirty days after its final execution. In the event this Lease is not so terminated by Landlord, then it will continue in full force and effect.

26.17 Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LANDLORD:

Sigland Properties II, Ltd., a Texas limited partnership

By: Sigland Properties, Inc., Its General Partner

By: \_\_\_\_\_  
Paul C. Hudson  
Its: President

TENANT:

Travis County Healthcare District

By: \_\_\_\_\_  
Patricia A. Young Brown  
Its: President and CEO

Initials

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot(s) Two(2) and Three(3), RUNDBERG SQUARE SHOPPING CENTER, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 85, Page(s) 149A-149B of the plat Records of Travis County, Texas, SAVE AND EXCEPT 427.97 square feet out of Lot Three (3) as recorded in Volume 12129 on Page 1736 of the Official Public Records of Real Property of Travis County, Texas. More commonly known as 825 E. Rundberg Lane, Austin, Texas 78753.

Initials

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**EXHIBIT "B"**

**RULES AND REGULATIONS**

1. Tenant's hours of operation shall be no less than 10:00 a.m. to 5:00 p.m. each day, five (5) days each week, except for national holidays generally observed in The United States of America.
2. Tenant, at Tenant's expense, shall all locks changed within five (5) days of taking possession of the Demised Premises. All keys to the Demised Premises shall be surrendered to Landlord upon termination of this Lease.
3. Tenant will refer all contractors, contractor's representatives, and installation technicians rendering any service on or to the Demised Premises for Tenant to Landlord for Landlord's approval before performance of any contractual service. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Leased premises or Property, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, and equipment or any other physical portion of the Demised Premises or Property.
4. Tenant shall not at any time occupy any part of the Demised Premises or Property as sleeping or lodging quarters.
5. Unless ancillary to a restaurant or other food service use specifically authorized in Tenant's Lease, Tenant shall not place, install, or operate on the Demised Premises or in any part of the Property any engine, stove, or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Demised Premises or Property any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive, or hazardous material without written consent of Landlord.
6. Landlord will not be responsible for lost or stolen merchandise, trade fixtures, furniture, furnishings, personal property, equipment, money, or jewelry from the Demised Premises or the Property regardless of whether such loss occurs when the area is locked against entry or not.
7. Not dogs, cats, fowl, or other animals shall be brought into or kept in or about the Demised Premises or Property (except for service animals or in connection with pet store or veterinary uses).
8. None of the parking or lawn areas, sidewalks, entries, passages, doors, elevators, hallways, or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material or any nature placed, emptied, or thrown into these areas or such used by Tenant's agents, employees, or invitees at any time for purposes inconsistent with their designation by Landlord.
9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the Property shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
10. No person shall disturb occupants of the Shopping Center by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises, or any unreasonable use.
11. Nothing shall be thrown out of the windows of the Shopping Center or down the stairways or other passages.
12. Tenant and Tenant's employees, agents, and invitees shall park their vehicles only in those parking areas designated by Landlord. Landlord shall designate fifteen (15) parking areas for use by Tenant. Landlord reserves the right to redesignate, at any time, and from time to time, the area in which Tenant and Tenant's employees, agents, and invitees shall park their vehicles and said right shall include, but not be limited to, the right to redesignate as such parking area certain land on the periphery of or immediately adjacent to the Property. Tenant shall furnish Landlord with state automobile license numbers of Tenant's vehicles and shall notify Landlord of any changes within five (5) days after such change occurs. Tenant shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers, or license plates) on the Shopping Center property.
13. Parking in a parking garage or area shall be in compliance with all parking rules and regulations including any sticker or other identification system established by Landlord. Failure to observe the rules and regulations shall terminate Tenant's right to use the parking garage or other parking and subject the vehicle in violation of the parking rules and regulations to removal and impoundment. No termination of parking privileges or removal of impoundment of a vehicle shall create any liability on Landlord or be deemed to interfere with Tenant's right to possession of the Demised Premises. Vehicles must be parked entirely within the stall lines and all directional signs, arrows, and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross-hatched areas, and in other areas as may be designated by Landlord. Parking stickers or other forms of identification (if any) supplied by Landlord shall remain the property of Landlord and not the property of Tenant and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.
14. Movement of furniture or office supplies and equipment in or out of the Demised Premises, or through the Common Facilities, Shopping Center entrances or lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of Landlord and carried out in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement will include determination by Landlord of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment, or any other item from being brought into the Demised Premises. Tenant assumes, and shall indemnify

Initials

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Landlord against, all risks and claims or damage to persons and properties arising in connection with any said movement.

15. Tenant shall not lay floor covering within the Demised Premises without written approval of Landlord. The use of cement or other adhesive materials not easily removed with water is expressly prohibited.
16. Tenant agrees to cooperate and assist Landlord in the prevention of canvassing, soliciting, and peddling on or in the Shopping Center.
17. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Demised Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.
18. Except with the prior written consent of Landlord, Tenant shall not allow the Demised Premises to be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.
19. Tenant shall not install any radio or television antenna, loudspeaker, or other device on the exterior walls of the Shopping Center.
20. Tenant shall not use in any space, or in the Common Facilities of the Shopping Center, any handtrucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into the Shopping Center or kept in or about the Demised Premises without prior written approval of Landlord.
21. All garbage and refuse shall be kept in an area designated by Landlord and in the kind of container specified by Landlord and shall be placed outside of the Demised Premises daily, prepared for collection in the manner and at the times and places specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use it, at Tenant's expense. No material shall be placed in the Shopping Center trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Demised Premises is located without being in violation of any law or ordinance governing such disposal. **Tenant, at Tenant's Expense, shall provide for its own janitorial and dumpster service and the dumpster must be placed in the location designated by Landlord. Landlord reserves the right to designate which waste disposal company Tenant shall use, and such designation may be changed at any time by Landlord, without prior notification to Tenant.**
22. Tenant shall not permit the use or the operation of any coin operated machines on the Demised Premises, including, without limitation, vending machines, video games, pinball machines, or pay telephones without the prior written consent of Landlord.
23. Landlord shall have the right to prohibit any advertising by any Tenant which in Landlord's opinion tends to impair the reputation of the Shopping Center and the complex in which the Demised Premises are located, or its desirability as a retail location, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
24. Landlord shall have the right to prohibit any show window displays which in Landlord's opinion are in poor taste or undignified, or will otherwise tend to down-grade the appearance of the Shopping Center, and upon written notice from the Landlord, Tenant shall remove such display.
25. All equipment of any electrical or mechanical nature shall be placed by Tenant in Demised Premises in approved settings to absorb or prevent any vibrations, noise, or annoyance of any kind.
26. Tenant may not install any loudspeaker on the exterior of the Demised Premises, nor have nor permit any loudspeaker or other form of musical instrument to emit music or any other noise from the interior of said Demised Premises through any opening of said Demised Premises.
27. Violations of these rules, or any revisions or additions hereto, by Tenant shall be a default as provided in Tenant's Lease, and shall, at the option of Landlord, be sufficient cause for termination of Tenant's Lease, or allow Landlord to pursue any other remedy available for a default of Tenant under Tenant's Lease, at law or in equity.
28. It is Landlord's desire to maintain in the Shopping Center the highest standard of dignity and good taste consistent with comfort and convenience for Tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. Your cooperation will be mutually beneficial and sincerely appreciated. Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary, for the safety, care, and cleanliness of the Demised Premises and the Shopping Center and for the preservation of good order therein.

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**EXHIBIT "C"**  
**DESCRIPTION OF LANDLORD'S WORK**

[Intentionally Deleted]

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**EXHIBIT "D"**

**SIGN CRITERIA**

These basic standards have been established to govern the design, fabrication and installation of tenant signs in the Rundberg Square Shopping Center, Austin, Texas.

This exhibit together with your drawings should be given to your sign company to serve as a guide in preparing their designs. Please inform you sign fabricator that they must submit three (3) copies of their detailed, scaled sign drawings for review and approval by the Landlord or Landlord's agent to:

Paul C. Hudson, President  
Hudson Properties, Inc.  
3144 Bee Caves Rd.  
Austin, Texas 78746  
(512) 328-8744  
(512) 328-8766 fax  
email: phudson@hudson-properties.com

**All** tenant signs to be located **anywhere** on the property must receive written approval by Landlord or Landlord's agent prior to manufacturing or installation.

Tenants and their sign companies shall be held liable and shall bear all costs incurred for the removal or correction of signage not complying with these criteria an shall bear all costs and repair of damage to building resulting from sign installation, correction or removal.

1. All facade signs shall be internally illuminated, channel letter type, center-mounted on a 7" Height X 7" Deep raceway. Raceway to be constructed of .040 Wrisco® or Uniclاد® Aluminum painted in a flat finish to match the brick facade (PMS #470U). All transformers and wiring are to be concealed within raceway. Exposed electrical conduit is not permitted.
2. All letters are to be lighted with 6500 white, 15mm neon with 30 milliamp transformers.
3. All letters are to be faced with 3/16" Rohm & Hass plexiglass.
4. The standard color of the plexiglass faces is white #7328, although other colors may be allowed, with consent of Landlord or Landlord's agent.
5. All sign components and mounting hardware are to be made of aluminum or corrosion resistant material to prevent streaks on the sign or front of the building.
6. Letter returns to be 5" in depth constructed with pre-finished Dark Bronze Wrisco® or Uniclاد® aluminum, with white inside for light reflection.
7. Aluminum to have .063 backing and .040 sidewall with rivot assembly for extra support. All letters must have weep holes.
8. Maximum height of sign is 24" and must be installed within the storefront sign band area centered horizontally and vertically.
9. Maximum length of tenant sign is 75% of sign band. (i.e. 20' sign band would accommodate a 15' long sign.)
10. Trimcap used to secure plexiglass faces to letter sidewall is to be Gold.
11. There shall be no exposed neon in letters. BOX TYPE SIGNS SHALL NOT BE PERMITTED.
12. Sign will bear a UL label and follow Underwriters' Laboratories, Inc. standards.
13. The power for the Tenant sign shall be obtained from Tenant's electrical panel, and shall be controlled by photocell.
14. All installation trash must be removed from job site by tenant or sign company.
15. Tenant shall remove its sign at the termination of its lease at its sole expense. Included with removing its sign, Tenant shall repair all holes in the mortar and caulk and paint to match the brick to Landlord's satisfaction.
16. Banners are specifically prohibited unless special approval has been granted by Landlord or Landlord's agent.

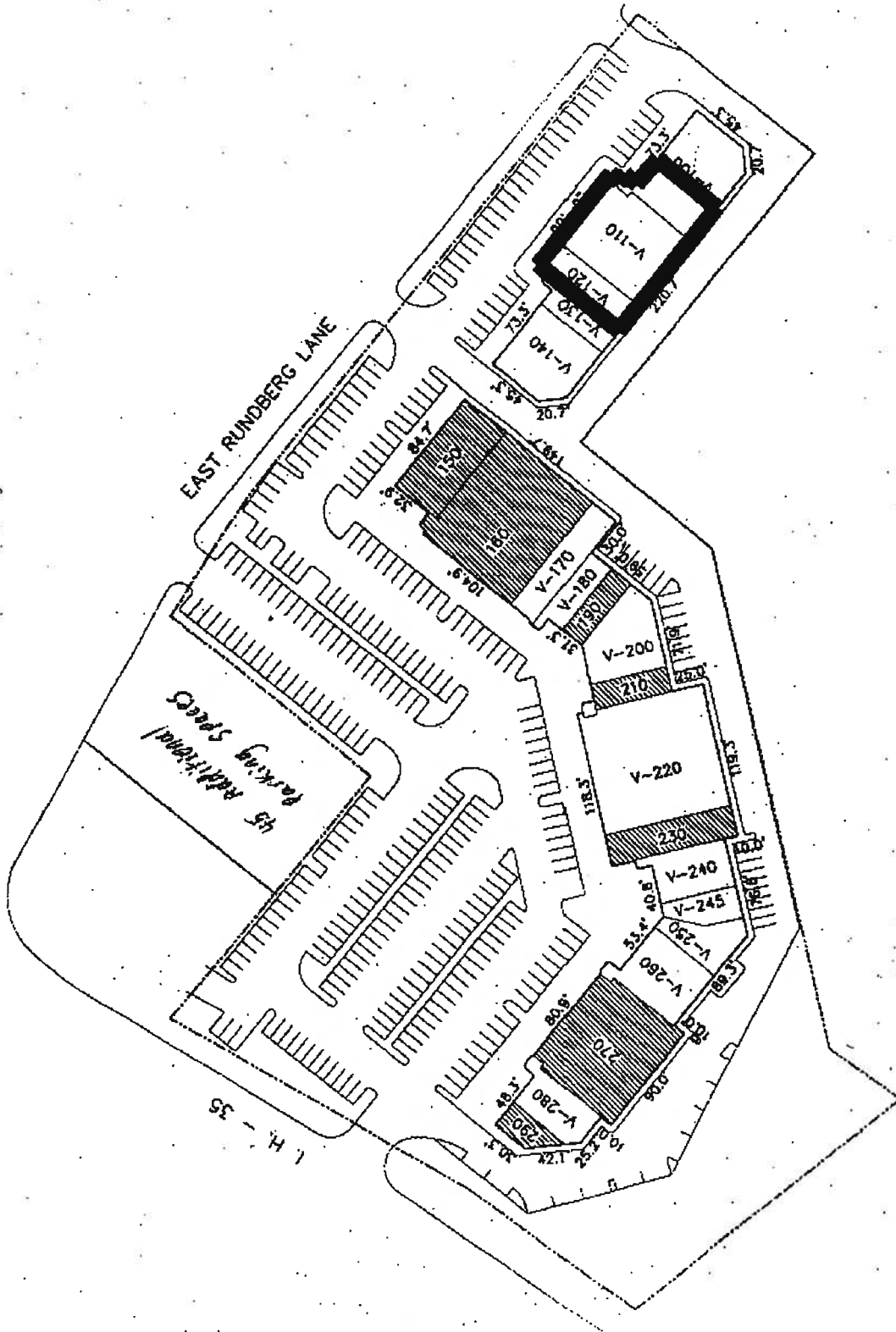
NOTE: Any deviations from these criteria are subject to prior written consent by the Landlord or Landlord's agent.

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EXHIBIT "E"

SITE PLAN



RUNDBERG SQUARE  
SHOPPING CENTER  
AUSTIN, TEXAS



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**EXHIBIT "F"**

**SPECIAL PROVISIONS**

1. Non-compete restriction for Tenant: Tenant is restricted from performing dental work in the Demised Premises.
2. Non-compete restriction for Landlord: For so long as Tenant occupies the Demised Premises under this Lease and Tenant continues to operate the Premises for the use described in Section 1.1(j), Landlord will not lease any portion of the Shopping Center to any occupant whose primary business is a physician practice providing health care to patients below the age of 15 without the written consent of Tenant. As used herein, a use shall be considered a "primary business" if a tenant's patient panel consists of more than 10% of persons under the age of fifteen (15) years.
3. Limitation on number of doctors: Tenant shall not allow more than six (6) physicians to render services in the Demised Premises at any given time.

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**AGENDA REQUEST**

VS # 30

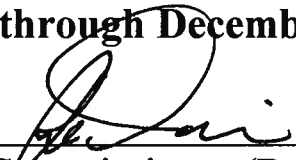


Please consider the following item for voting session 02/10/2009

I. A. Request made by: Commissioner Ron Davis  
Phone No. 854-9111

B. Requested Text:  
**Appoint Gene Wills as Fire Commissioner to the Emergency Services District #4 Board to replace Carolyn Lewis effective immediately through December 31, 2010.**

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB 2009 2:31 PM

C. Approved by:   
Signature of Commissioner (Ron Davis, Commissioner, Pct. 1)

II. A. Is backup material attached\*: YES X NO

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

B. Have the agencies affected by this request been invited to attend the Voting Session? YES X NO

Please list those contacted and their phone numbers:  
**Don Smith – Fire Chief, TCFC/ESD #4 – 836-7566**

III. PERSONNEL

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

IV. BUDGET REQUEST:

If your request involves any of the following please check:

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

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior to submission of this agenda request.

**AGENDA REQUEST DEADLINES**

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

Last Updated 2-6-09 at 3:53pm

**From:** "Kevin. Mac Donnell" <info@macdonnellrarebooks.com>  
**To:** <Ron.Davis@co.travis.tx.us>  
**Date:** 2/3/2009 2:19 PM  
**Subject:** ESD#4 commissioner nominee

**CC:** "Smith (chief)" <dsmith@esd4.org>  
Hello Commissioner Davis--

This email will confirm my conversation with your assistant about Gene Wills, the gentleman our ESD board has submitted to replace Commissioner Carolyn Lewis.

Commissioner Lewis and virtually all of the Precinct 2 area within our district was annexed by the City of Austin. This leaves our ESD with large portions in Precincts 1 and 3, a tiny scrap in Precinct 2, and none in Precinct 4, so from now on we will seek a balance of 2 commissioners from one side of our district and 3 from the other. It is very unlikely that we will ever be able to find anyone in what is left of the Precinct 2 areas remaining in our district.

Our board met with Mr. Wills at our last board meeting and we are eager to see him join our board so he can begin his duties at our next meeting on Wednesday, February 25th.

If you have any other questions or concerns do let me know.

Thanks for everything you do.

Kevin  
@  
Mac Donnell Rare Books  
9307 Glenlake Drive  
Austin TX 78730  
512-345-4139  
info@macdonnellrarebooks.com  
Member: ABAA, ILAB  
\*\*\*\*\*  
You may browse our books at  
[www.macdonnellrarebooks.com](http://www.macdonnellrarebooks.com)



# Travis County Emergency Services District #4 Travis County Fire Control

11800 North Lamar Blvd., #4B  
Austin, Texas 78753

Office (512) 836-7566  
Fax (512) 832-8389

January 28, 2009

Dear Commissioner Ron Davis,

By this letter I wish to report that the Travis County ESD #4 Fire Commissioners have recommended Mr. Gene Wills to be appointed fire commissioner. Mr. Wills lives at 14503 Amy Francis Street, Austin, Texas 78725. A copy of Mr. Wills vita is attached.

Mr. Wills would be replacing Carolyn Lewis whose home has been annexed by the City of Austin.

After your review we would appreciate having this placed on the commissioner court agenda as soon as possible. Our next monthly board meeting will be Wednesday, February 25, 2009 and we would like to be able to welcome Mr. Wills as a new board member at that time.

Sincerely,

Kevin MacDonnell  
President

**FILE COPY**



**FAXED**  
1-28-09

RON DAVIS  
OFFICE

## BIO OF GENE WILLS

I, Gene MacArthur Wills, Jr, have been in the Austin Area since 1984. I attended Westwood High School from 1984-1987. I am also a graduate of Sam Houston State University. I hold a Bachelor of Science degree in Criminology and Corrections. I started working for Williamson County Community Supervision and Corrections Department in August of 1994. I worked with Williamson County CSCD from August 1994 to February 28, 1996.

I started working for Travis County Juvenile Probation Department on March 01, 1996, and they are my current employer. I have worked my way up in the ranks from a juvenile probation officer to a casework manager. I am currently the Casework Manager of the North Unit. My unit supervises approximately 200 plus kids who live in Northern Travis County. I have worked with various agencies in the community including Austin Police Department, Travis County Sheriff's Department, A.I.S.D, P.I.S.D., Del Valle I.S.D., and faith base organizations.

In 2006, I became a board member of the Austin Colony Homeowner's Association. In April of 2007, I became the President of the Austin Colony Homeowner's Association. In April 2008, I was re-elected as President and I am still the current President.

I am also a member of the Omega Psi Phi Fraternity Incorporated. I serve as secretary on the Epsilon Iota Foundation. We do various community events throughout the year which includes, blood drives, spelling bee, talent hunt, and award scholarships.



VS#

31



RECEIVED  
COUNTY JUDGE'S OFFICE  
TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST  
POSTED 3 PM 4 21

Please consider the following item for Voting Session on: 02/10/2009

I. A. Request made by: Sheriff Greg Hamilton Phone No. 512-854-9348

B. Requested Text:

**Please consider this request for staffing needs for Field Release Citations for JP5**

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

Signature of Commissioner or Judge

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

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

B. Have the agencies affected by this request been invited to attend the work session? Yes  No

Please list those contacted and their phone numbers:

**Judge Herb Evans, JP5 / 512-854-9050**

**Major Darren Long, TCSO / 512-854-9348**

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

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

\_\_\_\_\_ Additional funding for your department

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

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

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

AGENDA REQUEST DEADLINE

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



Greg Hamilton, Travis County Sheriff  
**MEMORANDUM**

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February 3, 2009

**TO: Travis County Commissioners Court Members**  
**FROM: Greg Hamilton 101, Sheriff**  
**SUBJECT: HB 2391**

During the 80<sup>TH</sup> Regular Legislative Session HB 2391 was passed. The bill allows defendants to be released with a field release citation for certain misdemeanor offenses rather than being arrested.

Travis County Sheriff's Office, along with several other law enforcement entities immediately began the implementation of this bill. A collaboration between numerous entities within the Travis County Justice system worked together to make this initiative as smooth as possible. Two of the key stakeholders that were critical in this process are Pretrial Services and Justice of the Peace Precinct #5. Both of these agencies have continued to operate with the same amount of clerical staff while their workload has increased due to the implementation of HB 2391.

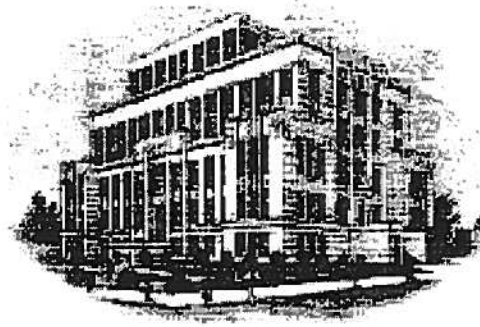
After numerous requests from community activist, the Austin Police Department is presently preparing to move forward with implementing HB 2391 within their department. This decision will surely tax Pretrial Services and JP#5 to the limit.

I am writing this letter to show my support for increase staffing for Pretrial Services and JP#5. With the implementation of HB 2391, our deputies have been able to spend more time on Patrol and it has enabled the Sheriff's Office to save some monies on food, medical and other expenses required to be expended when housing arrestees.

CC: Chief Sylvester  
Major Darren Long  
Mrs. Irma Guerero, Pretrial Services  
The Honorable Herb Evans, JP#5

# COUNTY OF TRAVIS

## STATE OF TEXAS



**HERB EVANS**  
JUSTICE OF THE PEACE, PRECINCT 5  
1000 GUADALUPE ST., ROOM 112  
AUSTIN, TX 78701  
TELEPHONE (512) 854-9049  
FACSIMILE (512) 854-9640

To: The Honorable Samuel T. Biscoe  
Travis County Judge

The Honorable Ron Davis  
Travis County Commissioner, Pct. 1

The Honorable Sarah Eckhardt  
Travis County Commissioner, Pct. 2

The Honorable Karen Huber  
Travis County Commissioner, Pct. 3

The Honorable Margaret J. Gomez  
Travis County Commissioner, Pct. 4

From: Herb Evans, JP5

A handwritten signature in black ink, appearing to be 'HE' followed by a long, sweeping horizontal stroke.

Date: January 20, 2009

Re: JP5 Staffing Needs for Field Release Citations

cc: The Honorable Greg Hamilton  
Travis County Sheriff

Ms. Irma Guerrero  
Director, Pretrial Services

Mr. Leroy Nellis and Ms. Diana Ramirez  
Planning and Budget Office

The Field Release Citation program is authorized by Article 14.06 (a) of the Texas Code of Criminal Procedure effective September 1, 2007. It was added to the law enforcement tool box through the vision and leadership of our Sheriff Greg Hamilton.

This new authorization gives patrol officers, and their supervisors, the discretion to arrest defendants for certain non-violent misdemeanors or to issue them a citation, or ticket, instead. This provides a very significant benefit to law enforcement.

Instead of taking three to four hours (out of an eight hour patrol shift) to transport and book a local resident accused of a minor offense, the officer may elect to spend ten minutes issuing a ticket. The increase in patrol hours available for DWI enforcement and other serious crimes is a significant benefit to the community. In my judgment, patrol hours remain the single most important factor in responding to crime.

A secondary benefit comes from helping to reduce jail population by diverting non-violent local residents directly to magistration court without booking into jail. These defendants are still fingerprinted and photographed, just at a more favorable time for jail staff. And they are still prosecuted.

Our staff at JP5 has been processing Field Release Citations for TCSO since September, 2007. Over the last year, DPS and TABC have utilized the program, as have UTPD and several municipal force in our county.

A copy of our Field Release Citation Procedures is attached, as is a copy of TCCP Article 14.06(d) and a copy of Article 15.03 which authorizes a magistrate to issue a summons in any case. JP5 has authorized summons in lieu of arrest for years at the request of law enforcement and in the case of re-filings. Procedurally, summons are handled the same as Field Releases.

We have absorbed the increased workload from TCSO, DPS, TABC, UTPD etc. with our current staff. In December, a series of discussions and negotiations between TCSO and A.P.D. resulted in an announcement by A.P.D. that A.P.D. would begin using Field Release Citations by the end of January, 2009.

Since JP5 has already been processing these cases, TCSO and APD have indicated they wish for JP5 to continue and add the APD Field Release cases to our workload. We are happy to do so. However, the increase is expected to be considerable.

APD has estimated filing approximately 2000 of these cases in the last fiscal year. A portion of these defendants would not be given Field Releases due to multiple charges, outstanding warrants or non-local residence. The best estimate that Pretrial Services and JP5 can make is that APD would issue approximately 1200-1300 Field Release Citations this year.

In addition to that 1250 per year estimate for A.P.D., we estimate that TCSO, DPS and other local law enforcement agencies will be issuing about 450 Field Releases per year. That would be 30 to 35 cases per week.

It currently takes us about ten minutes clerk time per case to prepare and process necessary documents, plus clerk time in magistration court. 30 to 35 cases per week would require an estimated 8 hours judge time for review of probable cause affidavits and for magistration.

Thus, we are requesting Commissioners Court approval for one additional Court Clerk II FTE and additional funds for 8 hours per week of visiting judge time, which we propose to use 4 hours each Tuesday and Thursday.

FY2009 BUDGET REQUEST FOR FIELD RELEASE IMPLEMENTATION  
February 2009 thru September 2009

		One-time	On going	
Court Clerk II - Grade 15 Minimum Annual Salary \$33,764.43				
001-3002-553-0701 Reg Salaries - Permnt Empl	22,510.00			
001-3002-553-2002 FICA	1,395.36			
001-3002-553-2003 Hospitalization	5,032.00			
001-3002-553-2004 Life Insurance	52.64			
001-3002-553-2005 Retirement	2,410.64			
001-3002-553-2006 Worker's Compensation	44.00			
001-3002-553-2007 FICA Tax-Medicare	326.64			
<b>Total</b>	<b>31,771.28</b>		<b>31,772.00</b>	
001-3002-553-3001 Office Equip, Furn, & Supp Workstation and Chair for Court Clerk II		1,532.00		
Computer & Telecommunication Equipment for Court Clerk II		3,610.00		
001-3002-553-1301 Visiting Judge pay \$201.92 per half a day Tuesday and Thursday \$403.84 per week x 35 weeks = \$14,134.40			14,135.00	
001-3002-553-3001 Office Equip, Furn, & Supp Workstation and chair for Visiting Judge		1,532.00		
Standard Mobile Note Book for Visiting Judge		3,110.00		
Multi-line telephone for Visiting Judge		950.00		
<b>Totals</b>		<b>10,734.00</b>	<b>45,907.00</b>	<b>56,641.00</b>



**ART. 15.02. REQUISITES OF WARRANT**

It issues in the name of "The State of Texas", and shall be sufficient, without regard to form, if it have these substantial requisites:

1. It must specify the name of the person whose arrest is ordered, if it be known, if unknown, then some reasonably definite description must be given of him.
2. It must state that the person is accused of some offense against the laws of the State, naming the offense.
3. It must be signed by the magistrate, and his office be named in the body of the warrant, or in connection with his signature.

History of art. 15.02: Acts 1965, 59th Leg., vol. 2, ch. 722.

**ANNOTATIONS**

*Ex parte Medina*, 417 S.W.2d 409, 410 (Tex.Crim. App.1967). "The law with reference to executive warrants does not seem to make any exception to matters required in the general definition of warrants of arrest given in said article. The warrant of arrest is the legal authority by virtue of which the officer takes the person accused of an offense into custody and retains him. If the warrant shows that the person named ... is not accused of an offense, the arrest, detention, and removal from the state would appear to be illegal."

*Belton v. State*, 900 S.W.2d 886, 893 (Tex.App.—El Paso 1995, pet. ref'd). An arrest "warrant is sufficient without regard to form, if it specifies the name of the person whose arrest is ordered, it states that the person is accused of some offense against the laws of the State and names the offense, and is signed by the magistrate and names his office in the body of the warrant. ... Article 15.02 [does not] require that the time of the issuance of the warrant appear on the document."

**ART. 15.03. MAGISTRATE MAY ISSUE WARRANT OR SUMMONS**

(a) A magistrate may issue a warrant of arrest or a summons:

1. In any case in which he is by law authorized to order verbally the arrest of an offender;
2. When any person shall make oath before the magistrate that another has committed some offense against the laws of the State; and
3. In any case named in this Code where he is specially authorized to issue warrants of arrest.



(b) A summons may be issued in any case where a warrant may be issued, and shall be in the same form as the warrant except that it shall summon the defendant to appear before a magistrate at a stated time and place. The summons shall be served upon a defendant by delivering a copy to him personally, or by leaving it at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein or by mailing it to the defendant's last known address. If a defendant fails to appear in response to the summons a warrant shall be issued.

History of art. 15.03: Acts 1965, 59th Leg., vol. 2, ch. 722.

**ANNOTATIONS**

*Gonzales v. State*, 577 S.W.2d 226, 231 (Tex.Crim. App.1979). Appellant "asserts that one affiant's swearing to the facts in the affidavit is an untruth because the affiant never actually conversed with the informer, but signed the affidavit on the basis of information received from the other affiant. The affidavit is not rendered invalid because the other affiant also swore to the facts, as evidenced by his signature. One signature under oath is sufficient to comply with the requirement that the affidavit be sworn to before the magistrate."

**ART. 15.04. COMPLAINT**

The affidavit made before the magistrate or district or county attorney is called a "complaint" if it charges the commission of an offense.

History of art. 15.04: Acts 1965, 59th Leg., vol. 2, ch. 722.

**ANNOTATIONS**

*State v. Martin*, 833 S.W.2d 129, 132 (Tex.Crim. App.1992). "In order to issue a valid warrant ... the underlying affidavit must contain, viewed in the totality of the circumstances, information sufficient to justify a neutral and detached magistrate issuing it. [H]earsay-upon-hearsay will support issuance of a warrant 'as long as the underlying circumstances indicate that there is a substantial basis for crediting the hearsay at each level.' At 133: [If] the underlying affidavit [is] not patently conclusory, we defer to the judgment of the issuing magistrate."

*Peterson v. State*, 781 S.W.2d 933, 935 (Tex.Crim. App.1989). "[T]he Legislature precluded a prosecutor from presenting an information 'until affidavit has been made by some credible person charging the defendant with an offense,' and also mandated, 'The affidavit shall be filed with the information.' Such an affidavit is

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Houston [14th ]  
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History of art. 1

**CODE OF CRIMINAL PROCEDURE**  
**CHAPTER 14. ARREST WITHOUT WARRANT**  
**ARTS. 14.051 - 14.06**

CCP ART. 14.06



**ART. 14.051. ARREST BY PEACE OFFICER FROM OTHER JURISDICTION**

(a) A peace officer commissioned and authorized by another state to make arrests for felonies who is in fresh pursuit of a person for the purpose of arresting that person for a felony may continue the pursuit into this state and arrest the person.

(b) In this article, "fresh pursuit" means a pursuit without unreasonable delay by a peace officer of a person the officer reasonably suspects has committed a felony.

History of art. 14.051: Acts 1989, 71st Leg., ch. 997, §2, eff. Aug. 28, 1989.

**ART. 14.06. MUST TAKE OFFENDER BEFORE MAGISTRATE**

**A** *Subsection (a) below is effective for offenses committed on or after Sept. 1, 2007.*

(a) Except as otherwise provided by this article, in each case enumerated in this Code, the person making the arrest or the person having custody of the person arrested shall take the person arrested or have him taken without unnecessary delay, but not later than 48 hours after the person is arrested, before the magistrate who may have ordered the arrest, before some magistrate of the county where the arrest was made without an order, or, to provide more expeditiously to the person arrested the warnings described by Article 15.17 of this Code, before a magistrate in any other county of this state. The magistrate shall immediately perform the duties described in Article 15.17 of this Code.

*Subsection (a) below is effective for offenses in which any element of the offense was committed before Sept. 1, 2007.*

(a) Except as provided by Subsection (b), in each case enumerated in this Code, the person making the arrest or the person having custody of the person arrested shall take the person arrested or have him taken without unnecessary delay, but not later than 48 hours after the person is arrested, before the magistrate who may have ordered the arrest, before some magistrate of the county where the arrest was made without an order, or, to provide more expeditiously to the person arrested the warnings described by Article 15.17 of this Code, before a magistrate in any other county of this state. The magistrate shall immediately perform the duties described in Article 15.17 of this Code.

(b) A peace officer who is charging a person, including a child, with committing an offense that is a

Class C misdemeanor, other than an offense under Section 49.02, Penal Code, may, instead of taking the person before a magistrate, issue a citation to the person that contains written notice of the time and place the person must appear before a magistrate, the name and address of the person charged, and the offense charged.

**E** *Subsections (c) & (d) below are effective for offenses committed on or after Sept. 1, 2007.*

(c) If the person resides in the county where the offense occurred, a peace officer who is charging a person with committing an offense that is a Class A or B misdemeanor may, instead of taking the person before a magistrate, issue a citation to the person that contains written notice of the time and place the person must appear before a magistrate of this state as described by Subsection (a), the name and address of the person charged, and the offense charged.

(d) Subsection (c) applies only to a person charged with committing an offense under:

(1) Section 481.121, Health and Safety Code, if the offense is punishable under Subsection (b)(1) or (2) of that section;

(2) Section 28.03, Penal Code, if the offense is punishable under Subsection (b)(2) of that section;

(3) Section 28.08, Penal Code, if the offense is punishable under Subsection (b)(1) of that section;

(4) Section 31.03, Penal Code, if the offense is punishable under Subsection (e)(2)(A) of that section;

(5) Section 31.04, Penal Code, if the offense is punishable under Subsection (e)(2) of that section;

(6) Section 38.114, Penal Code, if the offense is punishable as a Class B misdemeanor; or

(7) Section 521.457, Transportation Code.

History of art. 14.06: Acts 1965, 59th Leg., vol. 2, ch. 722. Amended by Acts 1967, 60th Leg., ch. 659, §10, eff. Aug. 28, 1967; Acts 1987, 70th Leg., ch. 455, §1, eff. Aug. 31, 1987; Acts 1991, 72nd Leg., ch. 84, §1, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 900, §1.05, eff. Sept. 1, 1994; Acts 1995, 74th Leg., ch. 262, §81, eff. Jan. 1, 1996; Acts 2001, 77th Leg., ch. 906, §3, eff. Jan. 1, 2002; Acts 2005, 79th Leg., ch. 1094, §1, eff. Sept. 1, 2005; H.B. 2391, §1, 80th Leg., eff. Sept. 1, 2007.

See also CCP art. 15.07.

**ANNOTATIONS**

*Jones v. State*, 944 S.W.2d 642, 649 n.10 (Tex.Crim. App.1996). "[F]ailure to take an arrestee before a magistrate in a timely manner will not invalidate a confession unless there is proof of a causal connection between the delay and the confession. ... Further, even if we held a ... delay unreasonable, the delay will not

**TRAVIS COUNTY, TEXAS  
JP5 FIELD RELEASE  
CITATION PROCEDURE**

1. Law Enforcement Officers may elect to issue a Field Release Citation, in lieu of arrest, in accord with Article 14.06 of the Texas Code of Criminal Procedure, for the following offenses:
  - a. Possession of Marijuana (A or B)
  - b. Criminal Mischief (B only)
  - c. Graffiti (B only)
  - d. Theft (Include Theft by Check) (B only)
  - e. Theft of Services (B only)
  - f. Contraband/Correctional Facility (B only)
  - g. DWLI (B only)
2. The defendant must reside in Travis County. The Citation must state that the defendant must appear in JP5 at 12:00 noon on the 3<sup>rd</sup> Thursday following the date of issuance. Pretrial Services will be provided defendants' names prior to each appearance date.
3. The Law Enforcement Officer will normally file the Citation, together with a Complaint and Probable Cause Affidavit, by the third business day after issuance of the Citation.
4. On appearance day, defendant is given the attached "ORDER OF THE COURT".
  - a. Defendant must report to Pretrial Services to fill out Personal Bond Application (and, of course, for record/warrant check).
  - b. Defendant then returns to JP5 with PR Bond form.
  - c. Defendant attends Magistration Court for statutory warnings, as per Article 15.17 T.C.C.P. Unless good cause is shown, defendant's Personal Bond is approved.
  - d. Defendant reports to TCSO Bond Desk for completion of processing (photo, fingerprints, etc.).
5. TCSO will return completed "Court's Order" forms to JP5 to ensure we know which defendants did, or did not, complete the process.
6. The original of the Citation, Complaint and Probable Cause Affidavit, along with Personal Bond and Commitment Order, are then forwarded to the Travis County Clerk's Office. Copies of the Citation, Complaint and Probable Cause Affidavit will be forwarded to Travis County Attorney's Office same day. Copies of all documents are also retained at JP5.
7. **IF DEFENDANT FAILS TO APPEAR OR FAILS TO COMPLETE THE ABOVE STEPS, A WARRANT FOR DEFENDANT'S ARREST WILL BE PROMPTLY ISSUED.**



## ORDER OF THE COURT

_____ Name	_____ Phone Number	_____ Charge
_____ Address	_____ TDL Number	_____ JP Cause Number
_____ City, State, Zip Code	_____ DOB	_____ County Court Cause Number

The officer in the above charge has elected to give you a citation rather than arrest you.

In order to complete this process and avoid jail, you must do the following today:

- \_\_\_\_\_ 1. Report to Pretrial Services, Room 1.800 in the Blackwell-Thurman Criminal Justice Center directly west of this courthouse. 509 W. 11<sup>th</sup> Street
- \_\_\_\_\_ 2. Return to JP5 with completed Personal Bond Form
- \_\_\_\_\_ 3. Attend Magistration Court for statutory warnings and bond approval
- \_\_\_\_\_ 4. Report to the Bond Desk of the Travis County Sheriff's Office for completion of processing in the Blackwell-Thurman Criminal Justice Center, 509 W. 11<sup>th</sup> Street

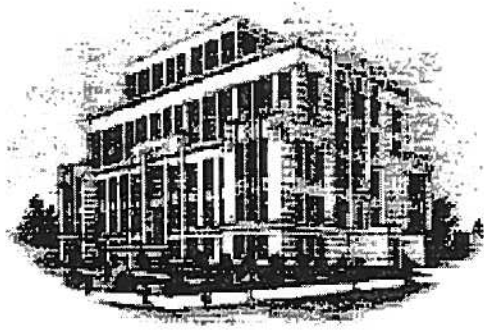
You must complete each step and have each office initial this form. If you do not complete all steps today, a **warrant will be issued for your arrest.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Herb Evans, Judge  
Justice of the Peace, Precinct 5  
1000 Guadalupe, Room 112  
Austin, Texas 78701  
854-9049

# COUNTY OF TRAVIS

## STATE OF TEXAS



**HERB EVANS**  
JUSTICE OF THE PEACE, PRECINCT 5  
1000 GUADALUPE ST., ROOM 112  
AUSTIN, TX 78701  
TELEPHONE (512) 854-9049  
FACSIMILE (512) 854-9640

### JP5 FIELD RELEASE PROCESSING

Under our current procedures, after issuing a Field Release Citation, the officer is required to file with JP5 a copy of the ticket, a Complaint and a Probable Cause Affidavit. The latter two documents would have to be filed eventually in all of these misdemeanor cases.

These documents must then be processed by JP5 staff. Our clerks are required to receive the documents, file stamping them and ensuring that all needed documents are filed. They present the Probable Cause Affidavit to judge for review/approval, enter the case in our system and schedule the initial appearance. On appearance day, our clerks must process the defendants, preparing Commitment Orders, Processing Orders and informing defendants of required steps that day.

After defendant returns from Pretrial Services, various paperwork must be checked and placed in proper order for magistration court. One of our clerks must attend magistration and ensure documentation is in proper order. Defendants are then sent to TCSO for their final processing.

Our clerks must make certain that the defendants have copies of required documents, that proper documentation is provided to TCSO, Pre-Trial Services, County Attorney's Office and Court Administration. Our computer system must be updated to reflect steps taken.

Finally, our clerks must place our file in the inactive files. Unless, that is, the defendant fails to appear, in which case a warrant must be prepared, presented to the judge for approval, entered into our system and delivered to Central Warrants for arrest of the defendant.


*[Handwritten Signature]*  
1/20/09



VS # 37

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 2/10/09  Voting Session \_\_\_\_\_

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)  
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Daniel William Henson(Patrick Crosby Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A).

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

Signature of Commissioner or Judge

II. A. Is backup material attached\*: YES X NO

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

B. Have the agencies affected by this request been invited to attend the Work Session?  
YES X NO \_\_\_\_\_ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005  
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

   A Change in your department's personnel. (reclass, etc

IV. BUDGET REQUEST:

If your request involves any of the following please check:

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

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JUN 28 AM 11:29

# 38

**Travis County Commissioners Court Agenda Request**

Voting Session 2/10/09  
(Date)

Working Session 2/10/09  
(Date)

I. A. Request made by: COUNTY ATTORNEY (TIM LABADIE) Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**RECEIVE LEGAL ADVICE FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING OFFER TO SETTLE CLAIMS AGAINST VALDEZ REMODELING & WEATHERIZATION, INC. and NAUTILUS INSURANCE CO. (OPHELIA MILICIA CLAIM); EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE § 551.071(1)(B).**

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 for 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.

Alicia Perez, Exec. Mgr., Admin. Operations 854-9343

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**

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9415)**

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -3 AM 8:55

**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.

**EXECUTIVE SESSION**

Travis County Commissioners Court Agenda Request

Voting Session 2/10/09  
(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 City of Austin proposal to sell 2.359 acres of land in the Historic Moore's Crossing district, for addition to the Onion Creek Open Space Project. (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>	<u>854-9383</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Lisa Dean, TNR</u>	<u>854-7616</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9455</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)
- Contract, Agreement, Policy & Procedure

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

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

40 ✓

RECEIVED  
COUNTY JUDGE'S OFFICE

09 FEB -3 PM 4:54

Voting Session: February 10, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE SALE OF APPROXIMATELY 132 ACRES OF LAND OFF FM 969 IN EAST AUSTIN. (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

John Hille, Jr., Assistant County Attorney, (49415)  
Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (44579)

III. Required Authorizations: Please check if applicable.

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

Human Resources Department (854-9165)  
 \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)  
 \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)  
X Contract, Agreement, Policy & Procedure

42

Travis County Commissioners Court Agenda Request #

Voting Session 02/10/09  
(Date)

Work Session 02/10/09  
(Date)

1. A. Request made by: County Attorney Phone # 854-9513  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

A. Receive Legal Briefing from County Attorney on issues regarding Confidential Climate Assessment and Implementation of HRMD Development Plan for Executive Manager of Administrative Operations and Director of HRMD (Executive Session pursuant to Tex. Gov't. Code Section 551.071);

B. Deliberate results of Confidential Climate Assessment and Implementation of HRMD Development Plan for Executive Manager of Administrative Operations and Director of HRMD (Executive Session pursuant to Tex. Gov't. Code Section 551.072).

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:

Ms. Alicia Perez, Executive Manager, Admin. Op. 854-9343  
Ms. Linda Moore Smith, Dir., HRMD 854-9165

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

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.

AGENDA REQUEST

Please consider the following item for:

Executive Session ~~2/10/09~~ Voting Session 2/10/09

I. A. Request made by : COUNTY ATTORNEY (IMC) Phone No. 854-9539

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING SETTLEMENT OFFER REGARDING PAYMENT FOR STARFLIGHT SERVICES RENDERED TO CONCEPCION HUERTA AND SAMANTHA HUERTA (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTION 551.071)

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

II. A. Is backup material attached\*: YES \_\_\_ NO X  
\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and Eight copies).

B. Have the agencies affected by this request been invited to attend the Voting Session?  
YES X NO \_\_\_ Please list those contacted and their phone numbers:

Danny Hobby 854-9367

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -5 PM 5-06

AGENDA REQUEST DEADLINES

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



C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, February 10, 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 Commissioners Court Minutes for the  
Voting Session of January 21, 2009**

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 JANUARY 21, 2009**

### **TRAVIS COUNTY COMMISSIONERS' COURT**

On Wednesday, the 21<sup>st</sup> day of January 2009, the Commissioners' Court convened the Special Term Voting Session at 9:13 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 11:17 AM.

The Commissioners Court reconvened the Voting Session at 12:35 PM.

The Commissioners Court recessed the Voting Session at 12:35 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:41 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:41 PM and adjourned at 1:42 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:42 PM and adjourned at 1:49 PM.

The Commissioners Court reconvened the Voting Session at 1:50 PM.

The Commissioners Court adjourned the Voting Session at 1:52 PM.





**PURCHASING OFFICE ITEMS**

- 4. APPROVE TWELVE-MONTH EXTENSIONS (MODIFICATION NO. 1) TO THE FOLLOWING CONTRACTS FOR WATER DAMAGE REMEDIATION, MOLD DAMAGE REMEDIATION AND DECONTAMINATION SERVICES: (9:25 AM)
  - A. NO. 08K00072RV, BLACKMON MOORING OF TEXAS, INC.; AND
  - B. NO. 08K00127RV, SOUTHPRO RESTORATION SERVICES.

**Clerk's Note:** Items 4.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 5. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 08K00087JW, NORTHRIDGE ACRES WATERLINE IMPROVEMENTS, BORETEX, LLC. (9:25 AM)

**Clerk's Note:** Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 6. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS080190RE, EVERGREEN SOLUTIONS LLC., FOR COMPENSATION ANALYSIS SERVICES. (9:32 AM)

**Members of the Court heard from:** Marvin Brice, Construction Procurement Management, Purchasing; Linda Moore Smith, Director, Human Resources Management Department (HRMD); and Alicia Perez, Executive Manager, Administrative Operations.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 6.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

7. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS000169MQ TO CHANGE THE NAME OF PHILLIPS, UPSHAW AND RICHARDS TO RICHARD PROPERTY, INC. (9:25 AM)

**Clerk's Note:** Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### **TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS**

8. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A TOTAL SUBDIVISION VACATION IN PRECINCT TWO: SCARBROUGH SUBDIVISION (9 TOTAL LOTS); AND A REPLAT OF LOTS 1-9, SCARBROUGH SUBDIVISION (11 LOTS). (COMMISSIONER ECKHARDT) (9:17 AM)

**Clerk's Note:** Item 8 is the action item for the public hearing on Agenda Item 1.

Item 8 postponed until January 27, 2008.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(11:15 AM)

A. AMENDMENT TO TERMINATE THE ADVANCED FUNDING AGREEMENT FOR VOLUNTARY TRANSPORTATION IMPROVEMENT PROJECTS WITH THE STATE OF TEXAS FOR THE PERMANENT TRAFFIC IMPROVEMENTS ON RM 2244 AT LOOP 360; AND

B. TERMINATION OF THE INDEMNIFICATION AGREEMENT WITH PALISADES WEST, LLC TO FUND THE PERMANENT TRAFFIC IMPROVEMENTS ON RM 2244 AT LOOP 360 IN PRECINCT THREE.

**Clerk's Note:** Items 9.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR.

**Motion by** Commissioner Huber **and seconded by** Commissioner Eckhardt to approve Item 9.A.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Motion by** Commissioner Huber **and seconded by** Commissioner Eckhardt to approve Item 9.B.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

10. RECEIVE STAFF UPDATE ON DESIGNATION OF TRAVIS COUNTY AS NON-ATTAINMENT FOR THE 8-HOUR OZONE NATIONAL AMBIENT AIR QUALITY STANDARD AND COURT CONSIDERATION AND ACTION IN SUPPORT OF THE 2009 BIG PUSH INITIATIVE. (9:49 AM)

**Members of the Court heard from:** Jon White, Natural Resources Program Manager, TNR; Adele Noel, Air Quality Project Manager, TNR; Bill Gill, Director, Air Quality Planning, Capital Area Council of Governments (CAPCOG); Tom Webber, Environmental Quality Program Manager, TNR; and Ronnie Gjemre, Travis County Resident.

Discussion only. No formal action taken.

Item 10 to be reposted on February 3, 2008.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR ELM CREEK SUBDIVISION SECTIONS 5A AND 5B, IN PRECINCT ONE. (9:25 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. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO CHAPTER 82.401 (C)(4), STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS, TO ALLOW THE ACCEPTANCE OF DEDICATION OF A PORTION OF THE STREET AND DRAINAGE FACILITIES IN OVERLOOK AT LEWIS MOUNTAIN SECTION TWO, A SUBDIVISION IN PRECINCT THREE. (9:25 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.



13. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS: (10:30 AM)

- A. RECONSIDERATION OF THE LIST OF TRANSPORTATION PROJECTS TRAVIS COUNTY SUBMITTED TO THE CAPITAL AREA METROPOLITAN PLANNING COUNCIL AS PART OF THIS REGION'S RESPONSE TO THE FEDERAL ECONOMIC STIMULUS PACKAGE; AND
- B. DELETION OF THE REIMERS-PEACOCK ROAD PROJECT IN SOUTHWEST TRAVIS COUNTY.

**Clerk's Note:** Items 13.A&B are associated with one another and were called for concurrent discussion.

**Clerk's Note:** The Court discussed list "B" submitted by the Transportation and Natural Resources Department, which contains only Travis County projects to be submitted for the Federal Economic Stimulus Package.

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR; and Julie Joe, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve list "B"; to keep the list that we have already submitted, but if the Capital Area Metropolitan Planning Organization (CAMPO) and the State of Texas exclude some of those projects, we are saying, here is Travis County's "B" list; to authorize submission of that, or ratification of submission in Item 13.A.

**A Substitute Motion was made by Commissioner Davis and Seconded by Commissioner Eckhardt** that the 290 East project be deleted from the list.

**A Restatement of the Substitute Motion was made by Commissioner Davis** to delete US 290 East added capacity from the stimulus package list.

**Clerk's Note:** The Court took a vote on whether to vote on the Substitute Motion before the Standing Motion.

<b>Motion failed:</b>	County Judge Samuel T. Biscoe	no
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	no
	Precinct 3, Commissioner Karen Huber	no
	Precinct 4, Commissioner Margaret J. Gómez	yes



### HEALTH AND HUMAN SERVICES DEPT. ITEMS

14. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE PLANNING FOR THE PROGRAM YEAR 2009 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (11:07 AM)

A. PUBLIC HEARING DATES FOR THE PUBLIC TO PROVIDE INPUT ON THE COMMUNITY NEEDS;

**Members of the Court heard from:** Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS).

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve the public hearing dates in Item 14.A.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

14. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE PLANNING FOR THE PROGRAM YEAR 2009 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (11:09 AM)

B. ADVERTISEMENTS ANNOUNCING IN NEWSPAPERS OF GENERAL CIRCULATION, THE PUBLIC HEARING DATES; AND

**Members of the Court heard from:** Christy Moffett, Social Services Manager, TCHHS.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 14.B.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ITEM 14 CONTINUED**

14. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE PLANNING FOR THE PROGRAM YEAR 2009 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (11:10 AM)

C. PROJECT SELECTION CRITERIA.

**Members of the Court heard from:** Christy Moffett, Social Services Manager, TCHHS.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve Item 14.C.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**PLANNING AND BUDGET DEPT. ITEMS**

15. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:13 AM)

Item 15 not needed.

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(9:27 AM)

A. REQUEST TO AUTHORIZE CRIMINAL COURTS TO CONTINUE THE DRUG COURT PROGRAM GRANT POSITION THROUGH THE END OF JANUARY 2009. THIS ALLOWS CONTINUATION OF THE GRANT PROGRAM UNTIL A FULLY EXECUTED CONTRACT CAN BE COMPLETED; AND

B. REQUEST TO AUTHORIZE CIVIL COURTS TO CONTINUE THE FAMILY DRUG TREATMENT COURT PROGRAM GRANT POSITION THROUGH THE END OF JANUARY 2009. THIS ALLOWS CONTINUATION OF THE GRANT PROGRAM UNTIL A FULLY EXECUTED CONTRACT CAN BE COMPLETED.

**Clerk's Note:** Items 16.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Ronnie Gjemre, Travis County Resident.

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to approve Items 16.A&B.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

17. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADD POLLED BOND AND INTEREST AND SINKING INVESTMENT PORTFOLIOS AS PARTICIPANTS IN TEXASDAILY INVESTMENT POOL AND AUTHORIZE SENIOR FINANCIAL ANALYST TO CONDUCT TRANSACTIONS. (9:31 AM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 17.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ADMINISTRATIVE OPERATIONS ITEMS**

18. 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 \$738,207.12 FOR THE PERIOD OF JANUARY 2 TO 8, 2009. (9:25 AM)

**Clerk's Note:** Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:25 AM)

**Clerk's Note:** Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**OTHER ITEMS**

20. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:25 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. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF DECEMBER 2008. (9:13 AM)

Item 21 postponed until January 27, 2008.

**Clerk's Note:** The Court noted that the reports in Item 21 can only be approved at a regularly scheduled Tuesday meeting.

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON POLICIES AND PROCEDURES FOR THE FOLLOWING: (11:12 AM)
  - A. ADVANCING THE TRAVIS COUNTY AGENDA FOR THE 81<sup>ST</sup> TEXAS LEGISLATURE;
  - B. ADVISING THE COURT ON LEGISLATIVE PROPOSALS THAT AFFECT THE COUNTY AND RECOMMENDING THE COURT TAKE ACTION IN SUPPORT OF OR OPPOSITION TO THOSE PROPOSALS; AND
  - C. REQUESTS FROM OTHER ELECTED OFFICIALS, ORGANIZATIONS AND CONSTITUENTS TO SUPPORT OR OPPOSE LEGISLATION.

**Clerk's Note:** Items 22.A-C are associated with one another and were called for concurrent discussion.

**Clerk's Note:** The Court discussed that Commissioner Eckhardt and Commissioner Huber have expressed interest in serving as liaisons during the 81<sup>st</sup> Legislative Session.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; and John Hille, Assistant County Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that the two be appointed.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court discussed the Policies and Procedures for the 81<sup>st</sup> Texas Legislature.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve the document in Item 22.B.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

23. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT FOR THE MEN AND BOYS HARVEST FOUNDATION TO ENHANCE THE EDUCATIONAL AND ECONOMIC OPPORTUNITIES OF TRAVIS COUNTY YOUTH. (9:14 AM)

Item 23 postponed until January 27, 2008.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON A CONTRACT AMENDMENT WITH THE TRAVIS COUNTY HOUSING FINANCE CORPORATION IN ORDER TO PROVIDE FUNDS TO CONVERT A PART-TIME SENIOR FINANCIAL ANALYST TO FULL-TIME STATUS FOR THREE MONTHS. (9:25 AM)

**Clerk's Note:** Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.



**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.

- 25. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. FRANK LEO RAKAS AND SHARRON KAY WILLIAMS (PAYMAN ZAMIRPOUR AND BANAFSHEH BEH BBAHANI RESALE DEED). <sup>1</sup> (11:17 AM) (1:51 PM)

**Clerk's Note:** Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** that we authorize the County Judge to sign the proposed resale deed to Payman Zamirpour and Banafsheh Beh Bbahani, and they have paid the County \$8,950.00 in cash.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

26. RECEIVE LEGAL ADVICE FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING SETTLEMENT OFFER IN BENJAMIN MALDONADO WORKER'S COMPENSATION LIEN CASE; SUBROGATION. <sup>1</sup> (11:17 AM) (1:51 PM)

**Clerk's Note:** Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Davis that we authorize the County Attorney to file a lawsuit against this defendant to try to recoup the County's expenditure as soon as possible.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

27. 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. <sup>1 AND 3</sup> (11:17 AM) (1:50 PM)

**Clerk's Note:** Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Item 27 to be reposted on January 27, 2008.

28. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE STATUS OF INVESTIGATION OF CLAIMS BY CHUCK KELLEY, INCLUDING THE CLAIMS IN EEOC CHARGE NO. 31C-2008-01436 AND EEOC CHARGE NO. 450-2009-00943. <sup>1 AND 3</sup> (11:17 AM) (1:50 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Item 28 to be reposted on January 27, 2008.

29. A. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY ON ISSUES REGARDING CONFIDENTIAL CLIMATE ASSESSMENT RECEIVED FROM EMPLOYMENT PRACTICES SOLUTIONS AND TAKE APPROPRIATE ACTION <sup>1 AND 3</sup>; AND
- B. DELIBERATE RESULTS OF CONFIDENTIAL CLIMATE ASSESSMENT IN RELATION TO EXECUTIVE MANAGER OF ADMINISTRATIVE OPERATIONS; DIRECTOR OF HUMAN RESOURCES MANAGEMENT DEPARTMENT (HRMD); AND HRMD SLOT NUMBERS 23, 16 AND 9 AND TAKE APPROPRIATE ACTION. <sup>1 AND 3</sup> (11:17 AM) (1:50 PM)

**Clerk's Note:** Judge Biscoe announced that Items 29.A& B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Items 29.A&B to be reposted on January 27, 2008.

30. 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. <sup>1</sup> (11:17 AM)

**Clerk's Note:** Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 30 postponed until January 27, 2008.

31. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING COMMISSIONERS COURTS RESPONSIBILITY FOR PROVIDING COLLABORATION, MANAGEMENT OR OVERSIGHT OF THE TRAVIS COUNTY HOUSING AUTHORITY. <sup>1</sup> (11:17 AM) (1:50 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 30 was not discussed.

Item 31 to be reposted on January 27, 2008.





RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB -4 PM 3:18

# Travis County Commissioners Court Agenda Request

Meeting Date: February 10, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF WARREN HASSINGER TO THE EMERGENCY SERVICE DISTRICT #5 BOARD.**

C. Sponsor: *Karen Huber*  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY, EMERGENCY SVCS	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

RECEIVED  
**Travis County Commissioners Court Agenda Request**

Meeting Date: February 10, 2009 PM 3:18

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF JIM NIXON TO THE EMERGENCY SERVICE DISTRICT #5 BOARD.**

C. Sponsor:   
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY, EMERGENCY SVCS	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



RECEIVED  
COUNTY JUDGE'S OFFICE  
**Travis County Commissioners Court Agenda Request**

Meeting Date: February 19, 2009 PM 3:18

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF JOHN JACKSON TO THE EMERGENCY SERVICE DISTRICT #10 BOARD.**

C. Sponsor: *Karen Huber*  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY, EMERGENCY SVCS	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

# Travis County Commissioners Court Agenda Request

COMMISSIONER  
COUNTY JUDGE'S OFFICE

Meeting Date: February 10, 2009  
09 FEB - 4 PM 3:18

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF TODD CRICKMER TO THE EMERGENCY SERVICE DISTRICT #10 BOARD.**

C. Sponsor: *Karen Huber*  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY, EMERGENCY SVCS	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



# Travis County Commissioners Court Agenda Request

RECEIVED

Meeting Date: February 10, 2009 FEB -4 PM 3:18

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF TRES CHILDRESS TO THE EMERGENCY SERVICE DISTRICT #10 BOARD.**

C. Sponsor:   
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY, EMERGENCY SVCS	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

Voting Session Tuesday, February 10, 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 Session of January 21, 2009**

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 – JANUARY 21, 2009

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Wednesday, the 21<sup>st</sup> day of January 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:41 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez 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 1:41 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:41 PM)

**Motion by** Judge Biscoe **and seconded by** Commissioner Eckhardt that the claims be paid and any investments be made.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent



**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

2

Voting Session Tuesday, February 10, 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 Session of January 27, 2009**

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 – JANUARY 27, 2009

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 27<sup>th</sup> day of January 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:38 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez 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 1:39 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:38 PM)

**Motion by** Commissioner Davis **and seconded by** Commissioner Huber that the investments be made.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent



**Board of Directors**  
**Travis County Bee Cave Road District No. 1 Agenda Request**

Voting Session Tuesday, February 10, 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  
January 21, 2009.**

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 – JANUARY 21, 2009

### TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Wednesday, the 21<sup>st</sup> day of January, 2009, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:41 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:42 PM.

1. APPROVE RATIFICATION OF THE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:41 PM)

**Motion by** Judge Biscoe **and seconded by** Commissioner Huber 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 Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent



**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session February 10, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve a grant application for funding from the Texas Department of Housing and Community Affairs for a 2009/2011 HOME Tenant Based Rental Assistance Program.

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or Judge

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

III. Required Authorizations: Please check if applicable.



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

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

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

DATE: February 10, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager   
Miguel Gonzalez, Senior Financial Analyst 

SUBJECT: 2009/2011 Tenant Based Rental Assistance Program

**Summary and Background Information:**

The purpose of this agenda item is to request Board approval to submit a grant application to the Texas Department of Housing and Community Affairs (TDHCA) for a 2009/2011 Tenant Based Rental Assistance ("TBRA") Program.

The deadline for the application is **April 30, 2009**.

On November 25, 2008, the Board authorized staff to proceed with the preparation of a grant application for a TBRA Program.

A board Resolution is part of the application. The Resolution commits the Corporation to maintain a \$30,000 cash reserves so rents can be paid before receiving reimbursements from the State. The Resolution also authorizes President Biscoe to execute the HOME agreement with the Texas Department of Housing and Community Affairs for the TBRA Program.

Approval of the grant application includes authorizing paying the \$30 application fee.

**Funding**

**The following are the major features of the program design that we request the Board to approve:**

▪ Home Activity Funds ( <i>grant</i> )	\$300,000
▪ 4% Administrative Fee ( <i>grant</i> )	<u>\$ 12,000</u>
Total Requested Grant	\$312,000
❖ Designated from general fund as revolving cash reserve	\$ 30,000

**The Program Funds would be used as follows:**

- Approx. 20 Families assisted with rent, utility and security deposit \$300,000
- Administrative Fees \$ 12,000

**TOTAL** **\$312,000**

**Self-Sufficiency Plan**

The Self-Sufficiency Plan is a collaborative program with the Travis County Health and Human Service and Veterans Service Division of Family Support Services. The application includes the details about the Plan.

**Administration**

Miguel Gonzalez and I will be primarily responsible for the administration of the grant application. HHS&VS will be primarily responsible for administration of the self-sufficiency plan

**Attachments**

Attached are relevant sections of the grant application. The complete grant is not attached due to its size. The grant is available in our office if you want to look it over.

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Sherri Fleming, Executive Manager, Health and Human Services  
Leroy Nellis, Budget Manager, Planning and Budget  
Cliff Blount, Esq.  
Mary Mayes, Assistant Manager

## TRAVIS COUNTY HOUSING FINANCE CORPORATION

### Tab 2 Description of Demand

---

The goal of the Travis County Housing Finance Corporation Tenant Based Rental Assistance Program ("the Program") is to assist at approximately 20 families with rental assistance inside Travis County but outside the city of Austin.

Travis County is part of a metropolitan area with high Section 8 Program and emergency rental assistance demand. This high demand is documented by application data for the Housing Authority of Travis County ("HATC"); Housing Authority of the City of Austin ("HACA"); and the Travis County Health and Human Services and Veterans Service Division of Family Support Services ("HHSVS"). Both HATC and HACA have currently closed their Section 8 housing voucher waiting lists.

HATC has approximately 800 families and individuals on their wait list. Approximately 40% - 45% of their housing vouchers are used in Travis County but outside the City of Austin.

HACA has approximately 5,000 families and individuals are on their wait list. HACA does not anticipate reopening their list for several years.

HHSVS, the County's largest provider of basic needs emergency assistance, provided emergency rental assistance to 1,324 households during FY 2007. HHSVS was only able to provide this assistance to 54% of families applying for assistance.

Many of the remaining 46% (1,128 families) were unassisted because their income was higher than the Family Support Services ("FSS") allowed. The TBRA grant allows us to serve some of these families whose income is too high to receive assistance through FSS (which is 50% of Federal Poverty Income Guideline which is less than \$11,000 annualized income for a family of four) but below 60% of the Austin area median family income.

**RESOLUTION**

**A RESOLUTION DESIGNATING THE DOLLAR AMOUNT OF:**

- 1. HOME funds being requested;**
- 2. Cash reserve funds**

**FOR THE PROPOSED AWARD FROM THE TEXAS  
DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR  
A 2009-2011 TENANT BASED RENTAL ASSISTANCE PROGRAM**

**WHEREAS**, the Travis County Housing Finance Corporation is intending to apply to the Texas Department of Housing and Community Affairs for a \$312,000 grant to provide rental and security deposit assistance for low and moderate income families for up to two years who agree to participate in a self-sufficiency program; the living unit must be located within Travis County (but not within the City of Austin);

**THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY HOUSING  
FINANCE CORPORATION, THAT:**

**RESOLVE**, that the Travis County Housing Finance Corporation does hereby designate \$30,000 from its general fund to be used as a revolving cash reserve account to provide timely rent and security deposit payments, with the understanding that reimbursements from TDHCA will be used to replenish the account until such time as the entire project is complete.

**RESOLVE FURTHER**, that the Board of the Travis County Housing Finance Corporation does hereby approve the HOME Investment Partnership Program, Tenant Based Rental Assistance, 2009-2011 Program Design, as amended, for inclusion in the grant application to TDHCA for their approval and acceptance and to serve as the basis for the Program if said Program is funded by TDHCA; and

**RESOLVE FURTHER** that the Travis County Housing Finance Corporation does hereby authorize Samuel T. Biscoe, President, to execute the HOME grant application to, and if awarded, the HOME agreement with, the Texas Department of Housing and Community Affairs for the 2009-2011 HOME Tenant Based Rental Assistance Program.

**SIGNED** this \_\_\_\_th day of February 2009

---

JUDGE SAMUEL T. BISCOE  
PRESIDENT

---

KAREN HUBER  
TREASURER

---

SARAH ECKHARDT  
VICE PRESIDENT

---

RON DAVIS  
ASSISTANT SECRETARY

---

MARGARET GOMEZ  
SECRETARY



## **Tab 8 – Self-Sufficiency Plan**

### **Travis County Housing Finance Corporation Family Self-Sufficiency Plan**

The Travis County Housing Finance Corporation Family Self-Sufficiency Plan (“FSSP”) is a collaborative program with the Travis County Health and Human Service’s Family Self-Sufficiency Program (“HHS-SSP”).

Travis County HFC is a unit of Travis County. The County Judge and County Commissioners are the Board of Directors of the corporation.

Travis County Health and Human Services (“HHS”) is a major department of Travis County. The County Judge and County Commissioners approves the annual budget and oversee the operations of HHS.

The HHS-SSP has operated since 1936. The program assists residents toward achieving optimum levels of self-sufficiency, health and social well being. This is accomplished through the delivery of the following supportive services: stabilizing services, case management services, capacity building services, and workforce connection services.

HHS has agreed to allow the Travis County HFC to use its infrastructure to implement the FSSP. HHS will do the following: locate and qualify tenants, provide ongoing case management, inspect apartment units, develop the self-sufficiency plan, and assist the tenants at meeting their needs.

Travis County HFC will provide administrative support, financial resources, monitoring oversight, and marketing capacity.



## Tenant-Based Rental Assistance Program

The Travis County Health and Human Services Department and Travis County Housing Finance Corporation provide a tenant-based rental assistance program for eligible Travis County residents. The **TBRA goal** is for families meeting eligibility guidelines *to become self sufficient and acquire stable permanent housing within two years* from entering the TBRA program.

To initially participate, a family will need to meet the following criteria:

1. **Income** – up to 60% Median Family Income, based on 2007 HUD Income Limits for the Austin-Round Rock MSA

No. of family members	1	2	3	4	5	6	7	8
Maximum household income (up to 60% MFI)	\$29,850	\$34,150	\$38,400	\$42,650	\$46,050	\$49,500	\$52,900	\$56,300

2. **Residency** – Families participating in Travis County’s TBRA program must reside outside the City of Austin, but within Travis County.

3. **Employment, Job Search, or Educational Plan** - Participants, if deemed able to work, will be required to commit to one of the following options:
  - a. Enrollment and documented participation in an education or training program that results in a certificate indicating successful completion;
  - b. Active job search, defined as a minimum of 5 job search contacts per week (range of eligible activities is attached), or
  - c. Paid employment;
  - d. For any participants **not** currently employed, FSS staff will facilitate referrals to the One-Stop Centers operated by Workforce Solutions: Capital Area. These centers serve as a single point of entry to a full range of employment, training and support services. Should this avenue not be appropriate for any reason, participants will be referred to one of the other private non-profit providers of employment services from whom Travis County purchases services. These options currently include, but are not limited to, the following:
    - Austin Area Urban League
    - Austin Academy
    - Capital IDEA
    - Goodwill
    - Literacy Austin (Lifeworks)
    - Skillpoint Alliance

As part of the case management process, participants will be required to provide documentation of their participation in required activities, on a monthly basis.

4. **Case Management** – Participants will agree to participate in a *Self Sufficiency Plan* (a comprehensive case management service plan created by both a designated HHSVS’ Family Support Services Social Worker and participant). Activities to be included in the *Self Sufficiency plan* are: the completion of a household budget exercise; setting up specific goals to help the participant become self-sufficient to meet household expenses; and, determining specific housing goals prior to the completion of 12 months in the TBRA program. (See Attached Client Agreements.)



**Travis County Health and Human Services and Veteran Services  
Family Support Services Division  
Tenant Based Rental Assistance Self-Sufficiency Plan**

---

Having stable permanent housing and Self-Sufficiency are the goals of this program. In order to do this, I will increase my knowledge of money management, my household income, and pay my monthly bills on time.

**I agree to complete the following to reach my goals:**

1. Attend my next monthly case management appointment on

\_\_\_\_\_.

2. Attend the following classes or courses to educate myself on money management:

\_\_\_\_\_.

\_\_\_\_\_.

3. \_\_\_\_\_.

4. \_\_\_\_\_.

If I do not complete these items by the date listed, I may be ineligible for further TBRA assistance.

Client \_\_\_\_\_ Date \_\_\_\_\_

Social Worker \_\_\_\_\_ Date \_\_\_\_\_



Travis County Health and Human Services and Veterans Service Family Support Services Division

Palm Square \* 100 N. IH 35, Suite 1000 \* Austin \* TX 78701 Phone: (512) 854-4120 \* Fax: (512) 854-4118

Tenant Based Rental Assistance Client Agreement

Wednesday, December 31, 2008

Client B, AUSTIN, TX 78745

CABA No: 00003477 App Date: 07-22-2008 CaseWorker: JACQUELINE GONSALVEZ.LMSW Income Level: 0.13 %

In order to participate in the Tenant Based Rental Assistance Program (TBI) achieve the goals identified in my Self-Sufficiency Plan and the following commitments. B agree to

Specific goals as negotiated between Social Worker and client:

1. I will pay for my own housing in one year by doing the following:

Two horizontal lines for handwritten notes.

2. I will be able to meet my monthly expenses in one year by doing the following:

Two horizontal lines for handwritten notes.

General responsibilities of client:

Client will make required monthly utility payments by due date, if applicable. Client will develop a service plan with designated Social Worker. Client will complete the Expense Budget exercise with Social Worker prior to first rental assistance. Client will develop goals to be able to increase household income or decrease household expenses to be able to make all bills and sustain household by the end of 12 months. Client will maintain rental unit as primary residence for every month that rental assistance is received.

General responsibilities of Social Worker:

Be available for meetings at least monthly. Return calls in prompt manner. Provide referrals and connections to available resources and case management services, process all appropriate financial assistance.

I understand that failure to meet with my Social Worker each month may result in my being discharged from this program. I understand that I must participate in achieving the goals set in my self-sufficiency plan as well as this agreement for my rental assistance payments to continue.

I have read and will comply with the above agreement.

Client Signature

Date

Caseworker Signature

Date

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session February 10, 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 approve two invoices from the wellness budget.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

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

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

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

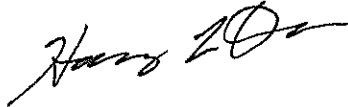
**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**

---

DATE: February 10, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Wellness Program

**Summary and Background Information:**

The wellness program requests Board approval to pay Run Tex \$1,000 for Coaching and Dan Mansour \$62.75 for supplies. The \$62.75 item replaces a payment to HEB that was voided in last month.

The current balance for the wellness budget line item is \$7,414.04 (and \$6,414.04 if the two invoices are approved).

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Dan Mansour, Risk and Benefits Manager  
Leroy Nellis, Budget Manager  
Mary Mayes, Assistant Manager  
Miguel Gonzalez, Sr. Financial Analyst



**Human Resources Management Department**



RECEIVED

09 JAN 29 AM 9:56

1010 Lavaca Street

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

January 28, 2009

**TO:** Harvey Davis, Corporations Administrator

**FROM:** Dan Mansour, Risk and Benefits Manager *DM*

**SUBJECT:** Wellness Program Expense

Please prepare an agenda item for approval for the upcoming RunTex Born to Run Spring Session Program. This will be a 12 week program for our employees to get trained and ready for the Texas Round Up 5K / 10K in April. RunTex will provide Travis County with two coaches for a cost of \$1000.00.

Please let me know if you need additional information.



Updated 2-6-09 at 3:53pm

*Human Resources Management Department*

RECEIVED

09 JAN 29 AM 8:56

1010 Lavaca Street

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

January 28, 2009

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager *DM*

SUBJECT: Wellness Program Expense

Attached is receipt from HEB for the purchase of snacks that were given to employees who attended an awards celebration for the Travis 1000 Challenge and Virgin Health Miles on Friday, January 23, 2009. I am requesting a check in the amount of \$ 65.53 payable to Dan Mansour.

Please let me know if you need additional information.

DM/ms

Attachment



Dan Mansour



HEB SNAX HIT THE TRAIL MI F	7.99
HEB SNAX HIT THE TRAIL MI F	7.99
HEB SNAX SWEET AND SASSY F	5.83
"N" CC PINEAPPLE SHERBET F	1.87
SEAGRAMS GINGER ALE	
1 Ea. @ 2/ 3.00 TF	1.50
"N" CC ORANGE SHERBET QRT F	1.87
SPRITE NR	TF 1.49
TRAY FRESH FRUIT - LARGE TF	36.99
***** Sale Subtotal***	65.53
Sales Tax	3.30
***** Total Sale***	68.83
65.53	
*** DEBIT	65.53
3.30	
*** TAX EXEMPT	3.30

=====

ITEMS PURCHASED: 8

=====

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Pharmacy: (512) 251-5286  
Fax: (512) 990-3706  
Store Hours: 6 a.m. to 1 a.m.  
Your Cashier: TAYLOR S  
768874 01-23-09 10:33A 213/10/0236

Dan Mansour

10433822

1186

TRAVIS COUNTY HEALTH FACILITIES  
DEVELOPMENT CORPORATION  
P. O. BOX 1748  
AUSTIN, TX 78767

32-61-22044  
1110

DATE January 2, 2009



VOID

PAY TO THE ORDER OF ---HEB---

---Sixty Two and 75/100--- \$ 62.75

**BANK ONE**

Bank One, Texas, NA • No. 22044  
221 West 6th  
Austin, Texas 78701

DOLLARS  

*Samuel T. Buzace*

FOR

⑆001186⑆ ⑆111000614⑆ ⑆1826014126⑆

MP