

Travis County Commissioners Court Agenda Request

Voting Session 02/17/09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action regarding a plat in Precinct 2: Northridge Acres, Resubdivision of Lot 1 (Short form plat – 3 Lots – 2.939 acres – Parkview Drive – No fiscal required – Sewage service to be provided by on-site septic systems – City of Austin ETJ).

C. Approved by:

Commissioner Sarah Eckhardt, Precinct 2

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:

Joe Arriaga: 854-7562

Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

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

___ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

January 8, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Program Manager, Planning and Engineering Services

SUBJECT: Northridge Acres, Resubdivision of Lot 1

PROPOSED MOTION:

**Consider and take appropriate action regarding a plat in Precinct 2:
Northridge Acres, Resubdivision of Lot 1 (Short form plat – 3 Lots – 2.939
acres – Parkview Drive – No fiscal required – Sewage service to be
provided by on-site septic systems – City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The owner wishes to resubdivide one lot into 3 total lots. The owner intends to use these lots for commercial uses. This subdivision is exempt from parkland requirements because the applicant is not proposing any residential development.

As this application meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the plat.

ISSUES:

The applicant has contacted adjacent property owners including Netty Brown from the Northridge Acres Homeowner's Association regarding the proposed resubdivision and it appears there is no opposition to the request. Staff has spoken to Ms. Brown and she stated she has no issues with the proposed resubdivision.

*The staff has received several inquiries in the last 2 weeks from 2 adjacent property owners who have expressed information regarding land uses in the county.

BUDGETARY AND FISCAL IMPACT:

None

REQUIRED AUTHORIZATIONS:

None

EXHIBITS:

Location map, Original plat, and Proposed plat.

AMB: JA

0109

Travis County Commissioners Court Agenda Request

Voting Session February 17, 2009
(Date)

Work Session _____
(Date)

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

Phone # 854-9383

B. Requested Text:

Consider and take appropriate action regarding a request to temporarily close Oasis Bluff Drive to through traffic from Comanche Trail to Bullick Hollow Road in Precinct three for the "Cold Fusion Sizzler" slalom skateboard races to be held on March 28, 2009, from 8:00am to 8:00pm.

C. C. Approved by: _____

Karen Huber, Travis County Commissioner, Precinct Three

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

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

Don Ward, TNR (854-9317)
David Greear, TNR (854-7650)

Greg Hamilton, County Sheriff. (854-9770)
TCSO Dispatch (974-0845, #3)

Cheryl McVey, TNR Dispatch (854-9433)

Emergency Services District #6 (266-2533)

Leander I.S.D. (434-5008)

TCSO Dispatch (974-0800) *fax*

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.)

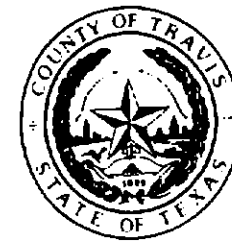
Purchasing Office (854 -9700)

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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 Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

411 W. 13th St
Eleventh Floor
P O Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

MEMORANDUM

February 6, 2009

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Donald W. Ward, P.E. *DW*
Division Director, Road Maintenance & Fleet Services
SUBJECT: Temporary Closure of Oasis Bluff Drive for "Cold Fusion Sizzler" slalom skateboard races

PROPOSED MOTION:

Consider and take appropriate action regarding a request to temporarily close Oasis Bluff Drive to through traffic from Comanche Trail to Bullick Hollow Road in Precinct three for the "Cold Fusion Sizzler" slalom skateboard races to be held on March 28, 2009, from 8:00am to 8:00pm.

SUMMARY AND STAFF RECOMMENDATION:

Staff recommends closing Oasis Bluff Drive. The "Cold Fusion Sizzler" slalom skateboard races are scheduled to begin after 8:00am and finish by 8:00pm on March 28th, 2009. Every 15 minutes, traffic will be allowed to access Oasis Bluff Drive from Bullick Hollow to reach Villa Montana Way by traffic control and TCSO officers through the closure. All other times, the roadway will closed to through traffic.

A Release of Liability for Use of County Road is required from the event coordinator before the race begins.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the safety of racers, event staff, and observers.

BUDGETARY ISSUE:

This closure will require some work by Travis County road maintenance crews to post public notice signs.

REQUIRED AUTHORIZATIONS:

This recommendation is made in accordance with Chapter 251 of the Transportation Code.

BACKGROUND:

None.

EXHIBITS:

Area map showing closure location, and release of liability forms.

cc: Don Ward
Richard Duane
David Greear



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on **Error! Reference source not found.** February 17, 2009, at 9:00 a.m. to consider the temporary closure of Oasis Bluff Drive for the "Cold Fusion Sizzler" slalom skateboard races.

The Public Hearing will be held in the Commissioners' Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

STATE OF TEXAS

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COUNTY OF TRAVIS

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of Oasis Bluff Drive for slalom skateboard races on March 28th, 2009 from 8:00am to 8:00pm; and

WHEREAS, a public hearing was held on Tuesday, February 17, 2009 in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

PRECINCT THREE:

Oasis Bluff Drive Closed to through traffic from Comanche Trail to Bullick Hollow Road.

PASSED AND ADOPTED THE _____ DAY OF _____, 2009.

Samuel T. Biscoe
County Judge

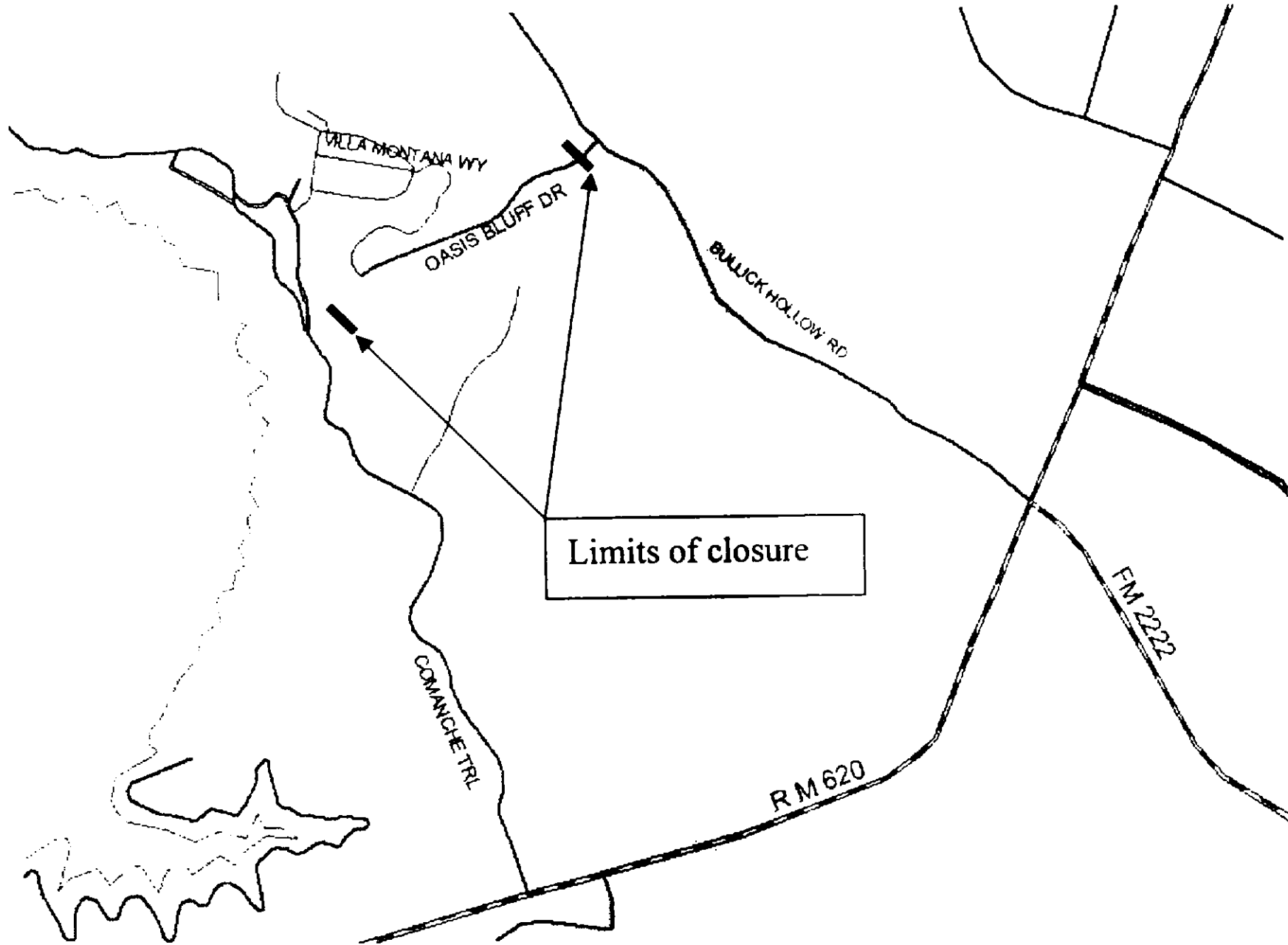
Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

**Oasis Bluff Drive closure
for
“Cold Fusion Sizzler” slalom skateboard race**



TEXAS GRASS ROOTS SLALOM
**RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK
AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in:

The Texas Cold Fusion Slalom Sizzler

and related activities, I, for myself, my successors, heirs, assigns, executors, and administrators:

1. Warrant that I am over 18 years of age. **Participants under age 18 may not participate without parent(s) or guardian(s) signing a Parental Consent and Waiver form instead of this form.**
2. Agree that prior to participating in the event I will inspect the facilities, equipment, and area to be used and, if I find any or all of them to be unsafe, immediately advise the person supervising the event, activity, facility or area. If I find any or all of them to be unsafe I will not participate in the event;
3. Acknowledge that skateboarding is, by its nature, inherently dangerous. People can and do get badly injured at skateboarding events. I acknowledge that I fully understand that my participation involves the risk of serious injury or death, including economic damages, which may result not only from my own actions, inactions and negligence but from the actions, inactions and negligence of others, the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or the dangerous nature of skateboarding itself;
4. Assume any and all risks of personal injury to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity;
5. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the Organizers or Sponsors of the event, Texas Grass Roots Slalom, Travis County, or their officers, employees, or agents in any way arising out of or in connection with my participation in the event or activity, whether same shall arise by their negligence or otherwise;
6. Release, waive, discharge, and relinquish the Organizers and Sponsors of the event, Texas Grass Roots Slalom, Travis County, and their officers, employees, and agents from any liability, loss, damage, claim, demand, or cause of action against all or any of them in any way arising out of or in connection with my participation in the event or activity, whether same shall arise by their negligence or otherwise;
7. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with this activity or event without compensation from Organizers or Sponsors of the event, Texas Grass Roots Slalom, or Travis County and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
8. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;
9. Acknowledge that Travis County and the Organizers and Sponsors of the event, Texas Grass Roots Slalom, and are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named event or activity.

THIS DOCUMENT RELIEVES TRAVIS COUNTY AND THE ORGANIZERS AND SPONSORS OF THE EVENT, TEXAS GRASS ROOTS SLALOM, AND THEIR RESPECTIVE OFFICIALS, EMPLOYEES, AND AGENTS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND/OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE TEXAS COLD FUSION SLALOM SIZZLER. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

PARTICIPANT'S PRINTED NAME

SIGNATURE

DATE

STATE OF TEXAS

**§
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§**

COUNTY OF TRAVIS

RELEASE OF LIABILITY FOR USE OF COUNTY ROAD

In consideration of Travis County, Texas, (the "County") allowing use of a certain County Road located in Travis County, Texas (the "County Road"), for purposes of holding a downhill skateboard racing event (the "Cold Fusion Sizzler") between approximately 8:00 a.m. and 8:00 p.m. on Saturday, March 28, 2009, the undersigned company (the "Company"), agrees to and shall release, waive, discharge, and covenant not to sue Travis County, Texas, and its officers, agents, employees, or servants for all personal injury, death, or property damage that may occur while the Company is for any purpose utilizing the County Road. The term "County Road" means that portion of Oasis Bluff Drive (together with the associated right of way) from Comanche Trail to Bullick Hollow Road located in Travis County Precinct Three. For purposes of this Release and Indemnity, the term "Company" includes all officers, employees, agents and representatives of the Company.

If required by the Travis County Transportation and Natural Resources Department ("TNR"), the Company agrees: (i) to provide for intermittent traffic control, which will be provided by Travis County Sheriff's Office deputies; and (ii) to prepare and submit for TNR approval a traffic control plan describing any proposed partial road closures on the County Road.

The Company agrees that this release shall bind the Company's officers, agents, employees, successors, and assigns.

The Company agrees to make no structural changes to the County Road; however, superficial preparation may be made to the County Road and adjacent land to facilitate the needs of the Cold Fusion Sizzler event. The Company further agrees to leave the County Road in as good a condition as when it was received, normal wear and tear excepted as determined by existing County policy.

The Company, and all organization members, racers, spectators, and any other persons utilizing the County Road in connection with the activities described above, shall at all times obey the directions and commands of the TNR Executive Manager, the Travis County Sheriff, and their designated representatives. Any disregard of the directions of the above named County representatives shall be grounds for immediate termination of the production activities.

The Company acknowledges and agrees that it shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Road for the purpose of organizing, sponsoring, advertising, promoting, participating in, observing or involved in any way with the Cold Fusion Sizzler event, including, without limitation, protecting such persons from injury or death and protecting the County Road and the property of such persons from loss or damage. This paragraph is intended only to establish responsibility by the Company to the County, its officials, employees, and

agents and does not alter the Company's obligations or liability to third persons, as governed by applicable Texas law.

This release further applies to any premises or special defects arising from County property, real or personal, and also includes any injuries related to or caused by the operation of any motor driven vehicles. The Company acknowledges and understands that no warranty, either express or implied, is made by County or its officers, employees, or agents as to the condition of the County Road or associated right-of-way.

The Company also agrees to release Travis County, its officers, agents, employees, and servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when any agent, employee, or other person utilizing the County Road in connection with the Cold Fusion Sizzler event is treated for any purpose.

In addition to the foregoing, the Company AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND TRAVIS COUNTY AND ITS AGENTS, OFFICIALS, AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, AND EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF THE COMPANY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE COMPANY'S USE OF THE COUNTY ROAD FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST THE COMPANY OR TRAVIS COUNTY.

Without in any way limiting the indemnification obligations of the Company set forth herein, the Company agrees to maintain during the term of the Cold Fusion Sizzler event Commercial General Liability Insurance with combined minimum bodily injury and property damage limits (per occurrence and in the aggregate) shown in the attached Certificate of Insurance, on which Travis County is or shall be named as an additional insured for the duration of the Cold Fusion Sizzler event. Licensee has provided County with a certificate from its carrier evidencing such insurance.

The Company agrees that this Release and Indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Company representative further states that he/she understands the contents of this document and signs this release of its own free act.

Signed this ____ day of _____, 2009.

By: _____
Eddy Martinez
(authorized representative of Company)

Company Name: Texas Grassroots Slalom/
Texas Outlaws d/b/a Cold Fusion Sizzler

Date: _____

Company Address:
Texas Grassroots Slalom/Texas Outlaws
d/b/a Cold Fusion Sizzler
c/o Eddy Martinez
3925 Los Arroyos Court
Harlingen, Texas 78550
(956) 792-4304

SUBSCRIBED AND SWORN TO before me by _____ on this
_____ day of _____, 2009.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

TEXAS GRASS ROOTS SLALOM
PARENTAL CONSENT AND
RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including permission for _____ ("the Minor") to participate in: **The Texas Cold Fusion Slalom Sizzler** and related activities, I, the parent or guardian of the Minor, for myself, the Minor, all other parents or guardians of the Minor, and our successors, heirs, assigns, executors, and administrators:

1. Agree that the Minor may participate in the event or activity.
2. Agree that prior to participating in the event the Minor and I will inspect the facilities, equipment and area to be used and, if I or the Minor find any or all of them to be unsafe, immediately advise the person supervising the event, activity, facility or area. If I or the Minor find any or all of them to be unsafe then the Minor will not participate in the event;
3. Acknowledge that skateboarding is, by its nature, inherently dangerous. People can and do get badly injured at skateboarding events. I acknowledge that I fully understand that the Minor's participation involves the risk of serious injury or death, including economic damages, which may result not only from the Minor's own actions, inactions and/or negligence but from the actions, inactions and/or negligence of others, the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or the dangerous nature of skateboarding itself;
4. Assume any and all risks of personal injury to the Minor and myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property or the Minor's property, caused by or arising from participation in this event or activity;
5. Covenant not to sue or present any claim for myself or for or on behalf of the Minor for personal injury, property damage, or wrongful death against the Organizers or Sponsors of the event, Texas Grass Roots Slalom, Travis County, or their officers, employees, or agents in any way arising out of or in connection with the Minor's participation in the event or activity, whether same shall arise by their negligence or otherwise;
6. Release, waive, discharge, and relinquish the Organizers and Sponsors of the event, Texas Grass Roots Slalom, Travis County, and their officers, employees, and agents from any liability, loss, damage, claim, demand, or cause of action against all or any of them in any way arising out of or in connection with the Minor's participation in the event or activity, whether same shall arise by their negligence or otherwise;
7. Agree that photographs, pictures, slides, movies, or videos of me and/or the Minor may be taken in connection with this activity or event without compensation from Organizers or Sponsors of the event, Texas Grass Roots Slalom, or Travis County and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
8. Warrant that the Minor is in good health and has no physical condition that would prevent the Minor from participating in this event or activity;
9. Acknowledge that the Organizers and Sponsors of the event, Texas Grass Roots Slalom, and Travis County are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named event or activity.

THIS DOCUMENT RELIEVES TRAVIS COUNTY AND THE ORGANIZERS AND SPONSORS OF THE EVENT, TEXAS GRASS ROOTS SLALOM, AND THEIR RESPECTIVE OFFICIALS, EMPLOYEES, AND AGENTS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND/OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE TEXAS COLD FUSION SLALOM SIZZLER EVENT.

BOTH PARENTS SHOULD SIGN UNLESS ONLY ONE PARENT IS LIVING OR UNLESS ONLY ONE HAS LEGAL CUSTODY. LEGALLY APPOINTED GUARDIANS MUST SIGN AND FURNISH A CERTIFIED COPY OF LETTERS OF GUARDIANSHIP.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND THE MINOR BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINTED NAME (Parent/Guardian)	SIGNATURES	DATE

I HAVE READ THIS DOCUMENT SIGNED BY MY PARENT OR GUARDIAN AND JOIN THE WAIVER, RELEASE AND ASSUMPTION OF RISK. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE EVENT OR ACTIVITY.

PARTICIPANT'S PRINTED NAME

SIGNATURE

DATE



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

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

Public notices of Public Hearing for Temporary Road Closure were posted on

January 26, 2009 at TWO locations on Oasis Bluff Drive

this location being as near as practical to the area being affected.

CERTIFIED THIS THE 26 DAY OF January, 2009.
(date) (month)

SIGNATURE: [Handwritten Signature]
NAME (print): TIME GARDNER
TITLE: Supervisor



NOTICE OF PUBLIC HEARING

ON FEBRUARY 23, 2009 AT 9:00 AM
TEMPORARY CLOSURE

CONCERNING
CLOSURE OF
THE "OLD FASHION"
ON SATURDAY
FROM 8:00

TEMPORARY
UFF DRIVE FOR
"ZZLER" RACES
MARCH 28, 2009
TO 8:00 PM

COUNTY
ROOM

IN



**NOTICE OF
PUBLIC HEARING
ON FEBRUARY 17, 2009, AT 9:00 AM
TEMPORARY CLOSURE**

**CONCERNING THE TEMPORARY
CLOSURE OF OASIS BLUFF DRIVE FOR
THE "COLD FUSION SIZZLER" RACES
ON SATURDAY, MARCH 28, 2009
FROM 8:00 AM TO 8:00 PM**

**AT THE TRAVIS COUNTY
COMMISSIONERS' COURTROOM
214 WEST 10TH STREET
AUSTIN, TEXAS**

3

Travis County Commissioners Court Agenda Request

09 FEB -5 AM 11:26

Voting Session: February 17, 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:

Receive input from the public related to the community needs of the unincorporated areas and project ideas for the development of the Community Development Block Grant (CDBG) Program Year 2009 Action Plan available from the U.S. Department of Housing and Urban Development (HUD).

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:

Rodney Rhoades, PBO
 Travis Gatlin, PBO
 DeDe Bell, Auditor's Office
 Mary Etta Gerhardt, County Attorney's Office
 Kimberly Walton, Auditor's Office

Jason Walker, Purchasing
 Susan A. Spataro, Auditor's Office
 Janice Cohoon, Auditor's Office
 Cyd Grimes, Purchasing
 Lee Turner, TNR

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

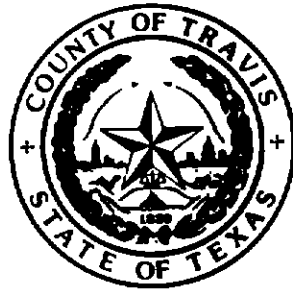
Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

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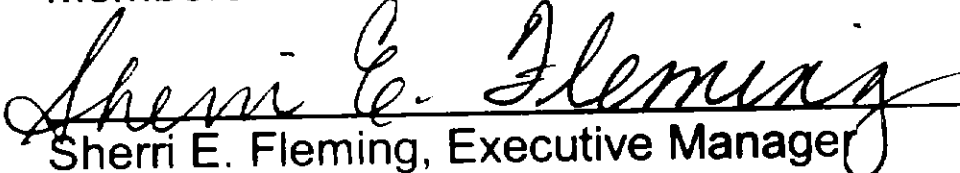
**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

MEMORANDUM

Date: February 10, 2009

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (CDBG) Public Hearing

Proposed Motion:

Receive input from the public related to the community needs of the unincorporated areas and project ideas for the development of the Community Development Block Grant (CDBG) Program Year 2009 Action Plan available from the U.S. Department of Housing and Urban Development (HUD).

Summary and Staff Recommendations:

Annually, HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2009, which spans from October 1, 2009 through September 30, 2010, Travis County is expected to receive an estimated \$ 833,133 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects.

Specifically, to be compliant with 24 Congressional Federal Regulation (CFR) Part 91.105 and the approved Travis County Citizen Participation Plan (CPP) effective 04/11/06, Travis County must hold a public hearing at the Travis County Commissioners Court, and one public hearing in each of the four County precincts. This is the first public hearing of this series.

During these hearings, in addition to providing input on community needs, the public has an opportunity to learn the purpose and intent of CDBG funds, what the eligible activities are, and the CDBG priorities the County has chosen for its Consolidated Planning 2006-2010 period. This information is available on the attached power point presentations (in English and Spanish).

A quorum of the Commissioners Court may attend.

Budgetary and Fiscal Impacts:

N/A

Issues and Opportunities:

Additional public hearings will be on:

Travis County Community Center
15822 Foothills Farm Loop, Bldg D
Pflugerville, Texas

Wednesday, February 18, 2009 @ 6:30 pm

West Rural Community Center
8656-A Hwy 71 W., Suite A
Oak Hill, Texas

Thursday, February 19, 2009 @ 6:30 pm

South Rural Community Center
3518 FM 973
Del Valle, Texas

Thursday, February 26, 2009 @ 6:30 pm

TNR Satellite Office 1
9301 Johnnie Morris Road
Austin, Texas 78724

Thursday, February 26, 2009 @ 6:30 pm

Those that are not able to attend the public hearings have an opportunity to provide their input in writing by filling out a Citizen Participation Form found at the Travis County CDBG website www.co.travis.tx.us/CDBG and at one of the seven Travis County Community Centers. Upon request, the form can also be mailed out.

Background:

On Tuesday, January 20, 2009, the Travis County Commissioners Court approved the public hearing dates and advertisements for the spring public hearings.

To seek participation from the public, the following methods were used to advertise the different participation opportunities:

- Notices were published in English and Spanish in newspapers of general circulation.
- Notices were posted through different Travis County mediums including the Travis County website (in Spanish and English), the seven Travis County Community Centers (in Spanish and English), on the Travis County Public Access Television Station, and internally through ITS Public Announcements.
- In addition, emails and mail announcements were sent directly to citizens who had attended CDBG public hearings in previous years and had chosen to provide their contact information.
- To seek the participation of service providers and their clients, announcements were also sent out electronically through local listserves and e-mailed to community outreach departments of all the school districts within Travis County.
- As time allows, additional locations throughout the county will be identified for posting signs.

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing and Community Development (HUD) sponsors the Community Development Block Grant (CDBG) - a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons.

Travis County Community Development Block Grant (CDBG) Program

Spring 2009 Public Hearings: Identification of Community Needs and Project Ideas

**Presentation by the Health & Human Services
and Veteran Services (HHS & VS) Department**

February 2009

Spring 09 Public Hearings

Five public hearings will be conducted to help the County determine how to spend an estimated \$833,133 in CDBG funds for the 2009 program year

Public Hearing Times and Locations:

Feb. 17 th , 2009 @ 9:00 am Travis County Granger Building Commissioners Courtroom 314 W. 11th St. Austin, TX 78701	Feb. 18th, 2009 @ 6:30 pm Travis County Community Center 15822 Foothills Farm Loop, Bldg D Pflugerville, TX	Feb. 19th, 2009 @ 6:30 pm West Rural Community Center 8656-A Hwy 71 W., Suite A Oak Hill, TX	Feb. 26th, 2009 @ 6:30 pm TNR Satellite Office 9301 Johnnie Morris Road Austin, TX 78724	Feb. 26th, 2009 @ 6:30 pm South Rural Community Center 3518 FM 973 Del Valle, TX
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Actions for Public Comment

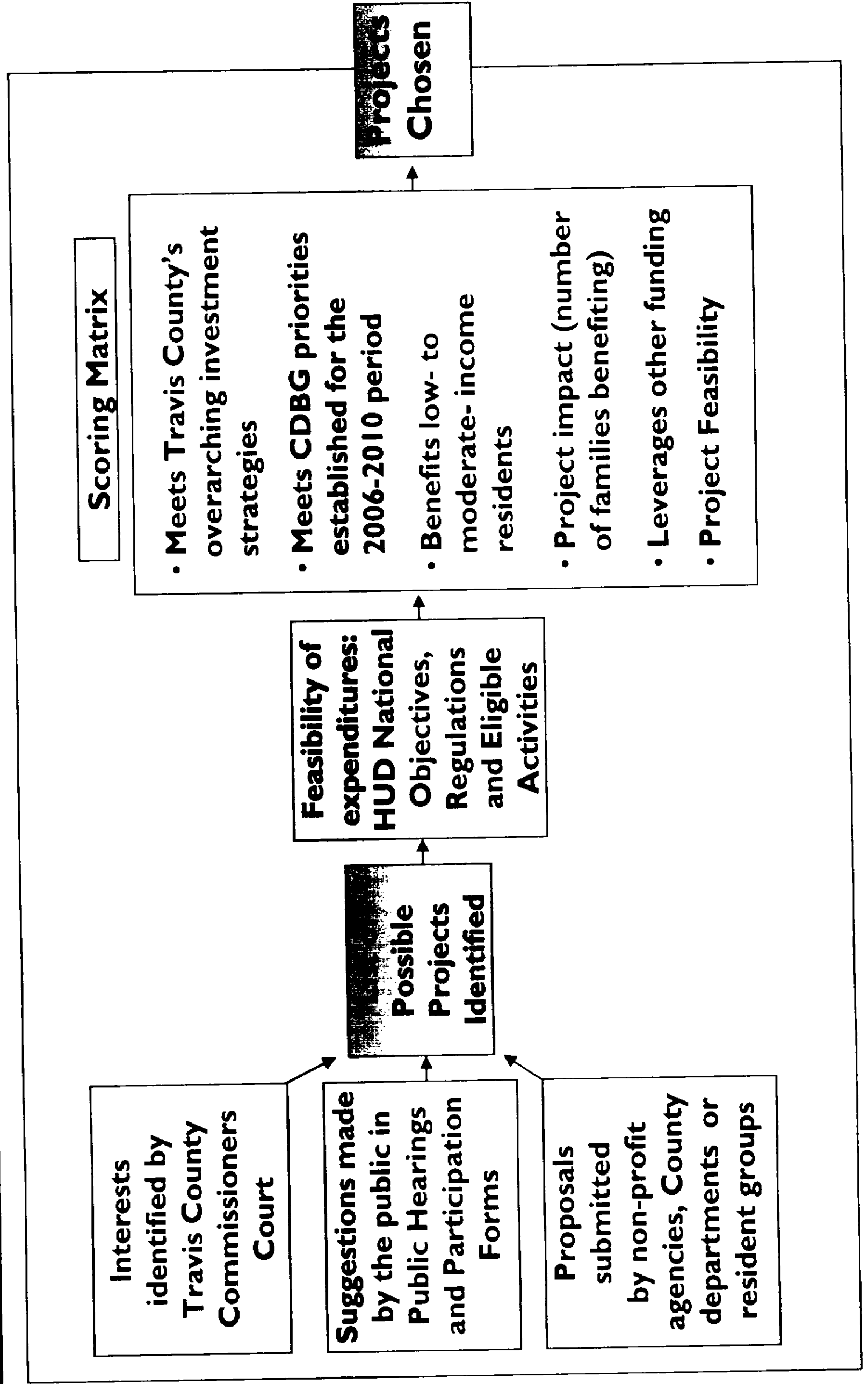
During the meetings the public will have an opportunity to:

- 1. Identify which of the CDBG priorities established for the 2006-2010 period need to be addressed in Program Year 2009**
- 2. Identify specific projects ideas**

Other Participation Opportunities

- **Citizen Participation Form:** available to the public that can not attend the public hearings
- **Project Proposal Form:** available to resident groups, agencies, or county departments that have specific project ideas
- Forms are found on the CDBG website (www.co.travis.tx.us/CDBG) and at one of the seven Travis County Community Centers. Forms can also be requested by calling 512-854-3460

How are projects prioritized?



CDBG Basics

Purpose

- Improve affordable housing options
- Improve community facilities and services
- Revitalize neighborhoods

Who Benefits?

- At least 70 % of the funds must benefit low- to moderate- income residents in the unincorporated areas of Travis County

Eligible Activities

CDBG programs implement a variety of community development activities including but not limited to:

Economic Development

Public Services

Redevelopment
(Improvements)

Planning

Housing

Ineligible Activities

Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Construction of new housing by units of general local government
- Certain income payments
- Political activities

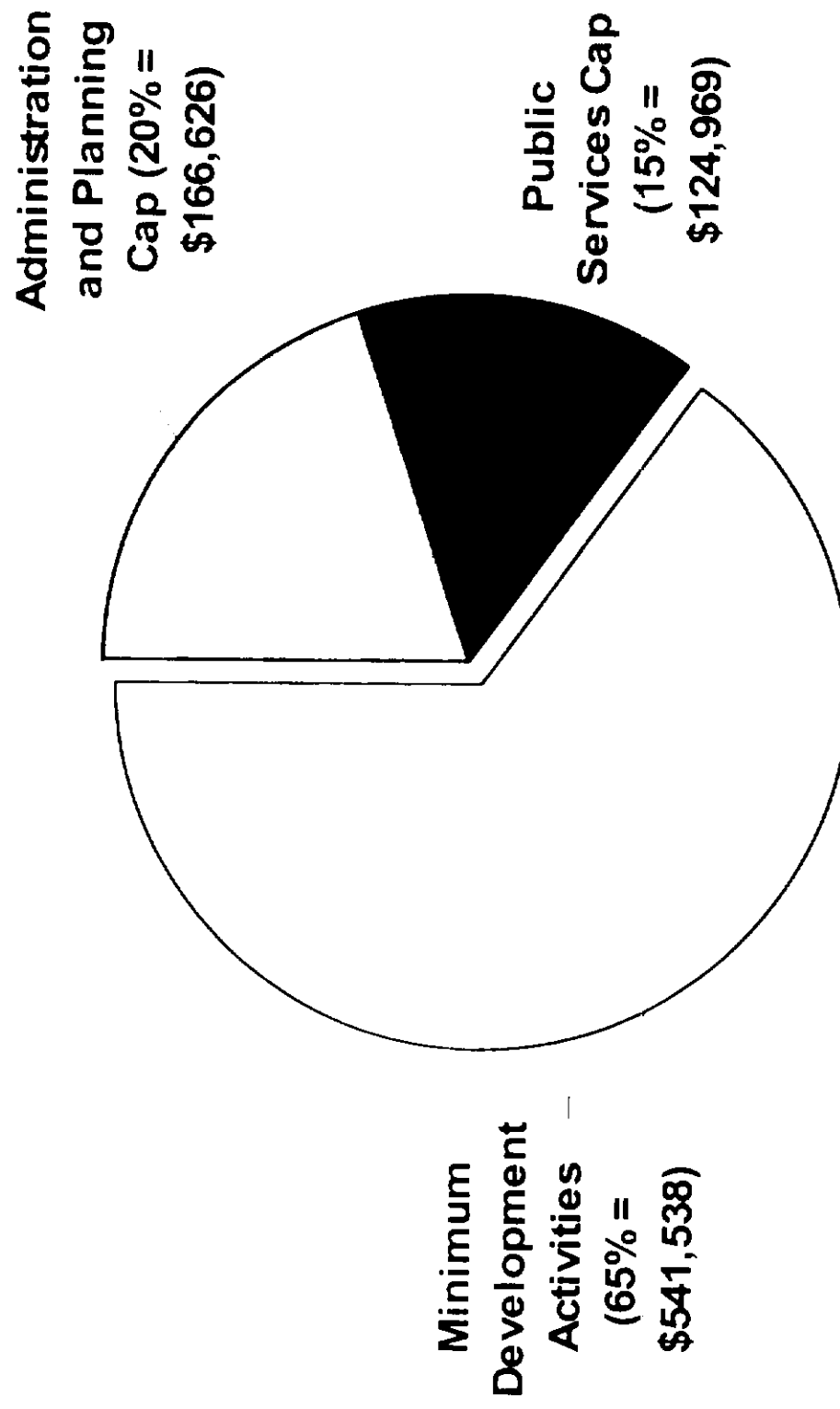
CDBG Priorities: 2006 - 2010

Priorities set during the Consolidated Plan process

1. Water/Sewer Improvements
2. Street Improvements
3. Owner Housing: Production of New Units
4. Owner Housing: Rehabilitation of Existing Units
5. Infrastructure to Support Affordable Housing Development
6. Youth Services
7. Public Services, Other

Program Year 2009 Estimated Grant : \$833,133*

CDBG Activities



*Grant amount estimate is based on PY08's actual allocation

CDBG Project History

Project	Year 1	Year 2	Year 3
Owner Housing: Production of New Units - Land Acquisition/ Infrastructure	\$250,000	\$195,518	\$500,000
Home Repair	N/A	N/A	\$106,136
Northridge Acres Water Improvements	\$200,000	N/A	N/A
Apache Shores Street Improvements	\$305,000	\$500,000	N/A
Social Work Services	N/A	\$64,000	\$64,788
Design of Substandard Road Improvement Project	N/A	N/A	\$83,659
Planning of Water/Sewer/Other Proj.	N/A	\$88,727	\$108,704
Administration	N/A	N/A	\$53,505
Total	\$838,659	\$848,245	\$833,133

Spring 2009 -Next Steps

February	March	April	May	June	July	August
	Five (5) Public Hearings seeking input on community needs and uses of funds		Evaluation of Project Ideas	Travis County Commissioners Court Approves Projects		Final approval of Action Plan by the Commissioners Court and Submission to HUD by the 15th
	Solicitation of Project Ideas (deadline for submission of project proposals: March 31 st)			Two (2) Public Hearings and a 30-day Comment Period to comment on proposed CDBG uses		

CDBG Contact Information

Website: www.co.travis.tx.us/CDBG

Contact Person: Christy Moffett, LMSW, Senior Planner

E-mail: Christy.Moffett@co.travis.tx.us

Phone: 512-854-3460

Fax: 512-854-4115

Address: P.O. Box 1748 Austin, Texas, 78767

**Condado de Travis
Programa de Subsidios Globales
para el Desarrollo Comunitario (CDBG)**

**Audiencias Públicas – Primavera 2009
Identificación de Necesidades
Comunitarias e Ideas de Proyectos**

**Presentación por el Departamento de Salud y Servicios
Humanos y Servicios de Veteranos (HHS & VS)
Febrero 2009**

Audiencias Públicas – Primavera 2009

Se realizarán cinco audiencias o foros públicos para ayudar al Condado a determinar como usar un estimado de \$833.133 en fondos CDBG para el año programático 2009

Ubicación y Horarios de las Foros Públicos:

Feb. 17, 2009 a las 9:00 am	Feb. 18, 2009 a las 6:30 pm	Feb. 19, 2009 a las 6:30 pm	Feb. 26, 2009 a las 6:30 pm	Feb. 26, 2009 a las 6:30 pm
Travis County Granger Building Commissioners Courtroom 314 W. 11th St. Austin, TX 78701	Travis County Community Center 15822 Foothills Farm Loop, Bldg D Pflugerville, TX	West Rural Community Center 8656-A Hwy 71 W., Suite A Oak Hill, TX	TNR Satellite Office 9301 Johnnie Morris Road Austin, TX 78724	South Rural Community Center 3518 FM 973 Del Valle, TX

Temas Sujetos a Comentarios Públicos

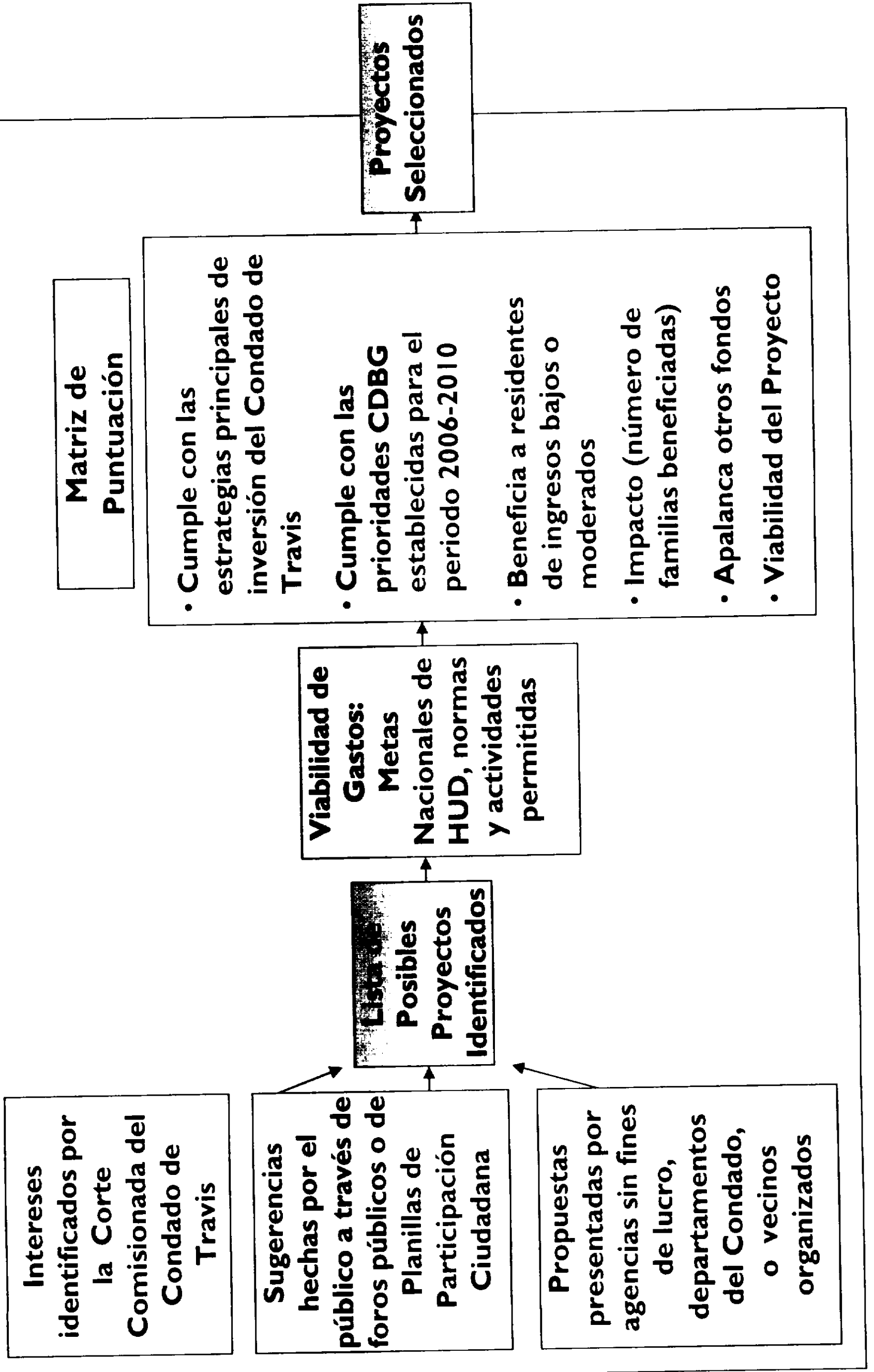
**Durante los foros el público
tendrá la oportunidad de:**

- 1. Identificar cuales de las prioridades CDBG establecidas para el período 2006-2010 necesitan ser atendidas en el año programático 2009**
- 2. Identificar ideas específicas de proyectos**

Otras Maneras de Participar

- **Planilla de Participación Ciudadana:** disponible para aquellos que no pueden asistir a los foros públicos
- **Planilla de Propuesta de Proyectos:** disponible a vecinos organizados, agencias, o departamentos del condado que tengan ideas específicas de proyectos
- La planillas se pueden bajar de la página web CDBG (www.co.travis.tx.us/CDBG) o se pueden recoger en cualquiera de los siete Centros Comunitarios del Condado de Travis. También se pueden solicitar llamando al 512-854-3460.

¿Cómo se priorizan los Proyectos?



Aspectos Básicos del Programa CDBG

Objetivo

- Mejorar opciones de viviendas asequibles
- Mejorar instalaciones y servicios comunitarios
- Estimular las comunidades

Beneficiarios

- Por lo menos el 70 % de los fondos deben beneficiar a residentes de ingresos bajos y medianos de las áreas no incorporadas del Condado

Actividades Permitidas

El programa CDBG puede implementar una variedad de actividades de desarrollo comunitario incluyendo entre otras las siguientes:

Desarrollo Económico

Servicios Públicos

Renovación de Zonas
Urbanas
(Mejoramiento)

Planificación

Vivienda

Actividades No Permitidas

Generalmente, las actividades presentadas a continuación no son permitidas:

- Adquisición, construcción, o reconstrucción de edificios para el uso general del gobierno
- Construcción de nuevas viviendas por unidades del gobierno local
- Pagos de ciertos ingresos
- Actividades políticas

Prioridades CDBG: 2006 - 2010

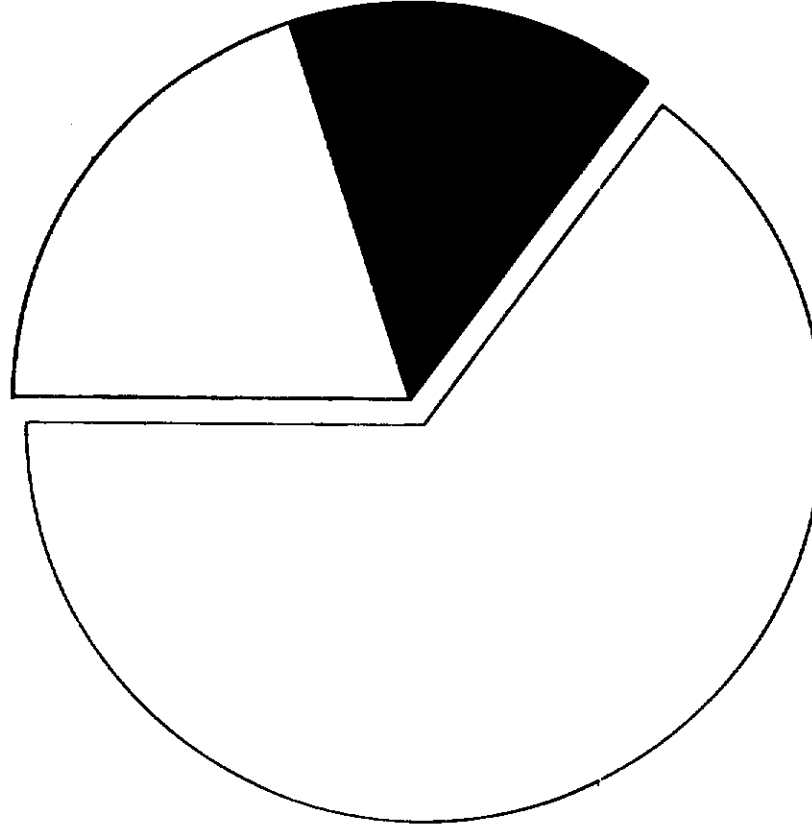
Prioridades establecidas durante el Proceso de Plan Consolidado

1. Mejoramientos de sistema de aguas blancas y negras
2. Mejoramiento de calles
3. Producción de nuevas viviendas propias a precios asequibles
4. Rehabilitación de Viviendas Propias
5. Infraestructura para apoyar el desarrollo de viviendas a precios asequibles
6. Servicios para Jóvenes
7. Servicios Públicos, Otros

Años Programático 2009 Fondos Estimados : \$833.133*

Actividades CDBG

Cantidad Tope:
Administración
y Planificación
(20% =
\$166.626)



Cantidad
Mínima:
Actividades de
Desarrollos
(65% =
\$541,538)

Cantidad Tope:
Servicios
Públicos (15%
= \$124,969)

*La cantidad de fondos es un estimado basado en la cantidad recibida en el Año Programático 2008

Proyectos de Años Anteriores

Proyecto	1er Año	2do Año	3er Año
Producción de Nuevas Viviendas Propias: Adquisición de terreno e infraestructura	\$250.000	\$195.518	\$500.000
Reparación de Viviendas	N/A	N/A	\$106,136
Mejoramiento de Servicio de Agua de Northridge Acres	\$200.000	N/A	N/A
Mejoramiento de calles en Apashe Shores	\$305.000	\$500.000	N/A
Servicios de Trabajo Social	N/A	\$64.000	\$64.788
Diseño de Mejoramiento de Carretera "sub-standard"	N/A	N/A	\$83.659
Planificación de sistema de aguas blancas y negras /Otros Proyectos	N/A	\$88.727	\$108.704
Administración	N/A	N/A	\$53.505
Total	\$838.659	\$848.245	\$833.133

Primavera 2009 – Próximos Pasos

Febrero	Marzo	Abril	Mayo	Junio	Julio	Agosto	
Cinco (5) Audiencias Públicas para conocer necesidades comunitarias y recomendaciones de uso de los fondos	Solicitud de Ideas de Proyectos (fecha tope para presentar propuestas: 31 de Marzo)	Evaluación de Ideas de Proyectos				Aprobación de Proyectos por la Corte Comisionada del Condado	Aprobación Final del Plan de Acción por la Corte Comisionada y presentación a HUD antes del 15 de Agosto
		Dos (2) Audiencias Públicas y un periodo de 30 días para comentar los proyectos propuestos para el uso de los fondos					

Información de Contacto

Página Web: www.co.travis.tx.us/CDBG

Persona de Contacto: Christy Moffett, LMSW, Planificadora Superior

Correo Electrónico: Christy.Moffett@co.travis.tx.us

Teléfono: 512-854-3460

Fax: 512-854-4115

Dirección Postal: CDBG - P.O. Box 1748 Austin, Texas, 78767

AGENDA REQUEST

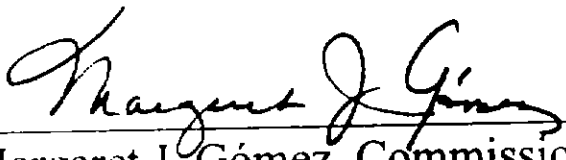
Please consider the following item for voting session February 17, 2009

I. A. Request made by: **Margaret J. Gómez**

Phone # 854-9444

B. Requested text:

APPROVE PROCLAMATION RECOGNIZING LYNN HARPER FOR HER MANY YEARS OF SERVICE TO TRAVIS COUNTY AND PROCLAIM FRIDAY, FEBRUARY 20TH AS LYNN HARPER DAY.

C. Approved by: 
Margaret J. Gómez, Commissioner Precinct 4

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 Voting Session ? YES___ NO___ Please list those contacted and their telephone

III. **BUDGET REQUEST.** If your request involves any of the following. Please check appropriately:

___, ADDITIONAL FUNDING

___, TRANSFER OF FUNDS WITHIN YOUR DEPARTMENT BUDGET

___, A CHANGE IN YOUR DEPARTMENT'S PERSONNEL

The County Human Resources department (473-9165) and/or the Planning and Budget Office (473-9106) must be notified prior to submission of this agenda request.

09 FEB 19 PM 3:15

7

Travis County Commissioners Court Agenda Request

Voting Session 02/17/2009
(Date)

Work Session
(Date)

FILED
FEB 18 2009
CLERK

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

B. Requested Text:

Consider and take appropriate action on a Preliminary Plan in Precinct One: New Sweden Estates Preliminary Plan (104 Lots – 102 single family residential - 2 open space – 160.90 acres – Jacobson Road near New Sweden Church Road– No fiscal is required with this Preliminary Plan – Sewage service to be provided by OSSF – City of Manor ETJ).

C. Approved by:

Commissioner Ron Davis, Precinct One

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:

AK Sarah C. Sumner: 854-7687
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

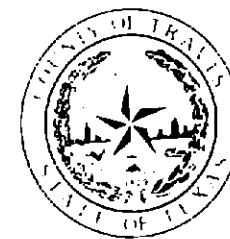
Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

February 6, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: New Sweden Estates Preliminary Plan, Precinct 1

PROPOSED MOTION:

Consider and take appropriate action on a Preliminary Plan in Precinct One: New Sweden Estates Preliminary Plan (104 Lots – 102 single family residential - 2 open space – 160.90 acres – Jacobson Road near New Sweden Church Road– No fiscal is required with this Preliminary Plan – Sewage service to be provided by OSSF – City of Manor ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 104 lots (102 single family residential, 2 drainage/open space) and 12,394 linear feet of Public Streets. They meet the lot size regulations for on site septic and there is no fiscal at this time since it is a preliminary plan.

As this preliminary plan meets all Travis County standards and was approved by the City of Manor on Jan. 21, 2009, TNR staff recommends approval of the plan.

ISSUES:

Staff has received an inquiry about this project from the trustee of the adjacent property to the North and East regarding lot size, layout and time until building. She did not indicate any objection to the project, merely curious about what would be happening.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

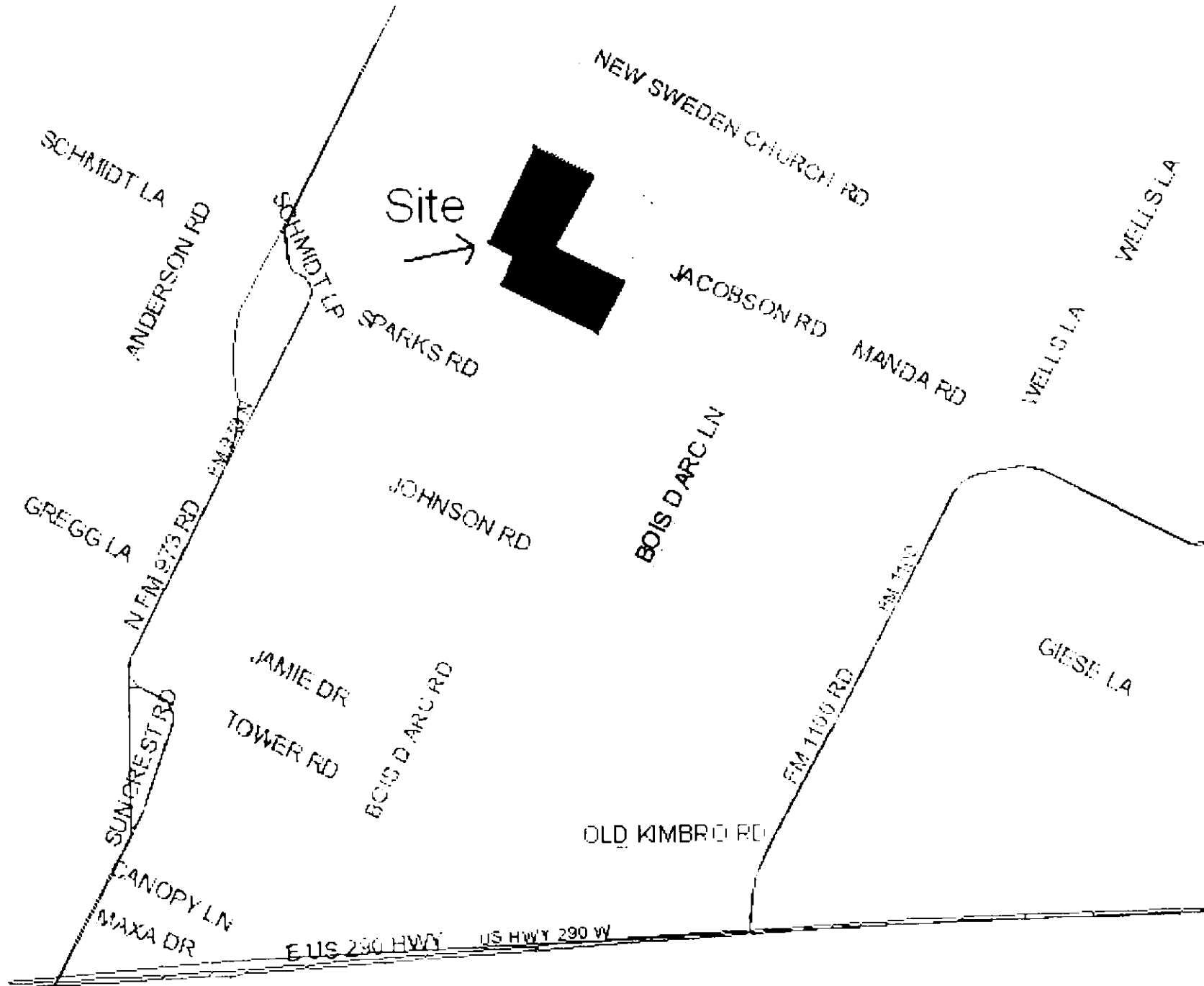
EXHIBITS:

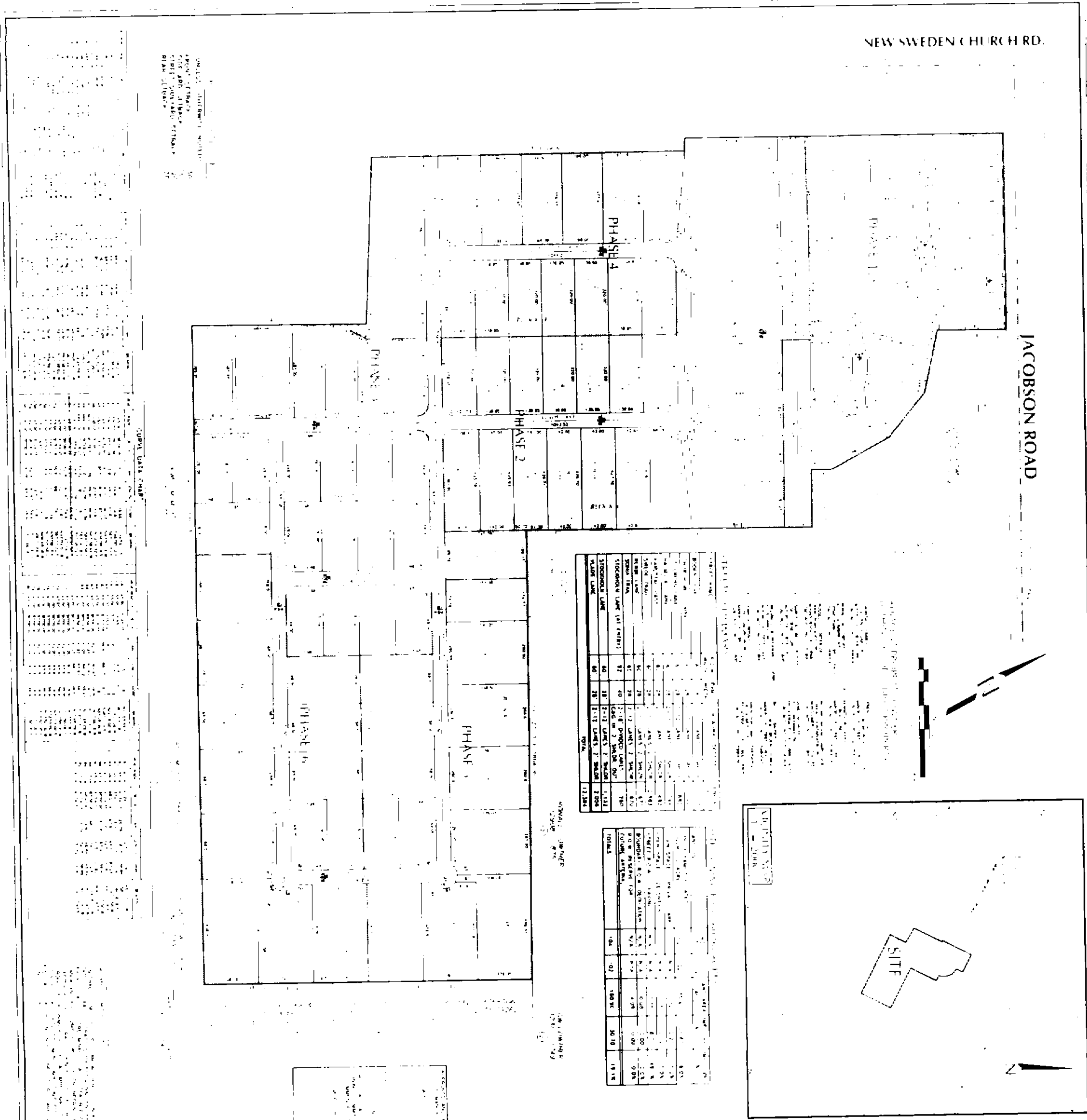
Location map, Proposed Plan, Precinct Map

SCS
0208



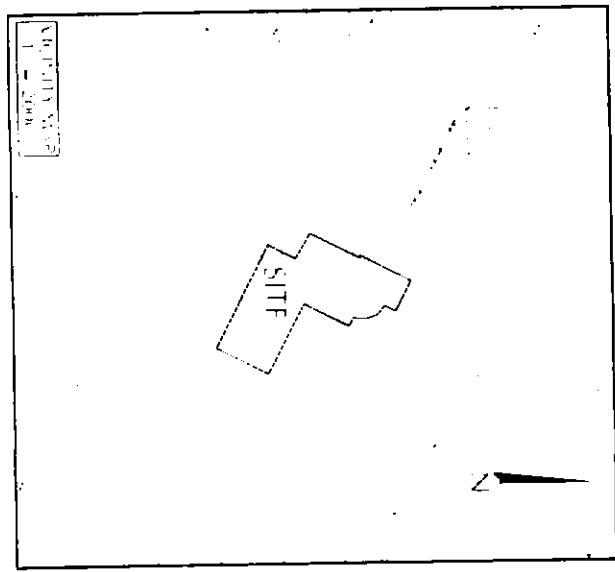
New Sweden Estates Preliminary Plan Location Map





PHASE	LOT	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENTAGE OF TOTAL PHASE
PHASE 1	1-10	10,000	111.11	100%
	11-20	10,000	111.11	100%
PHASE 2	21-30	10,000	111.11	100%
	31-40	10,000	111.11	100%
PHASE 3	41-50	10,000	111.11	100%
	51-60	10,000	111.11	100%
PHASE 4	61-70	10,000	111.11	100%
	71-80	10,000	111.11	100%

PHASE	LOT	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENTAGE OF TOTAL PHASE
PHASE 1	1-10	10,000	111.11	100%
	11-20	10,000	111.11	100%
PHASE 2	21-30	10,000	111.11	100%
	31-40	10,000	111.11	100%
PHASE 3	41-50	10,000	111.11	100%
	51-60	10,000	111.11	100%
PHASE 4	61-70	10,000	111.11	100%
	71-80	10,000	111.11	100%



12411 JACOBSON ROAD, L.P.
 5015 WASHINGTON SQ. A
 BIRMINGHAM, AL 35222
 (205) 470-7000

STRATEGIC LAND SOLUTIONS
 10000 W. BIRMGHAM BLVD., SUITE 100
 BIRMINGHAM, AL 35240
 (205) 470-7000

PRELIMINARY PLAT OF
 NEW SWEDEN ESTATES

APPROVED BY THE BOARD OF REALTORS
 FEBRUARY 11, 2009

DATE: 02/11/09

NOTES

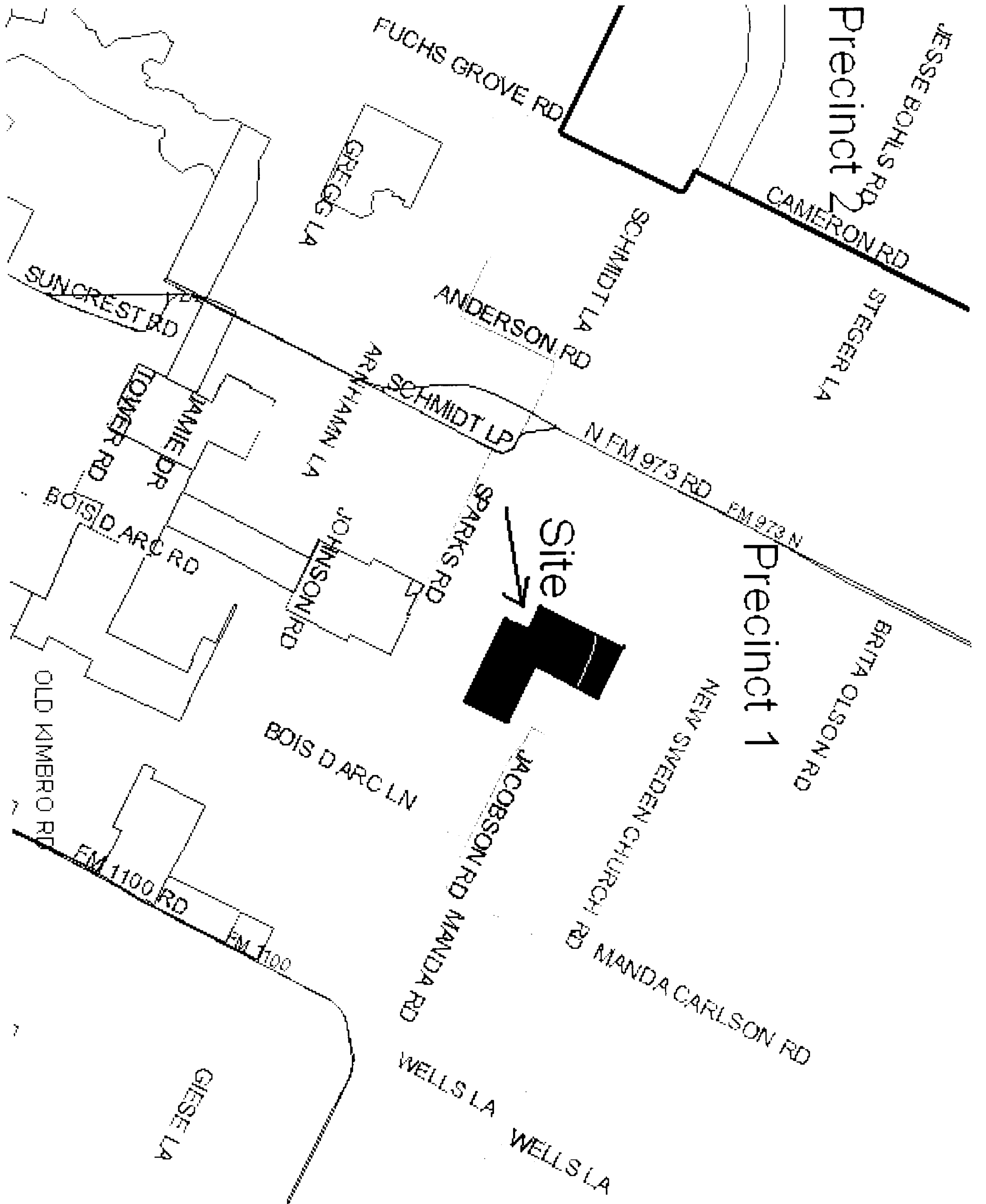
1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

GENERAL DESCRIPTION

The subject property is located in the City of Birmingham, Alabama, and is zoned for residential use. The property consists of approximately 80 acres of land, divided into 80 lots. The lots are arranged in a grid pattern, with streets running north-south and east-west. The property is bounded by New Sweden Church Road to the north, Jacobson Road to the east, and an unnamed road to the south and west.

DEVELOPER

12411 JACOBSON ROAD, L.P.
 5015 WASHINGTON SQ. A
 BIRMINGHAM, AL 35222
 (205) 470-7000



8

Travis County Commissioners Court Agenda Request

Voting Session 2/17/09
(Date)

Work Session
(Date)

I. A. Request made by: Joseph P. Gieselman
Executive Manager, TNR

Phone # 854-9383

B. Requested Text:

Consider and take appropriate action to notify Court of satisfactory construction of the private streets for Amarra Drive, Phase 2 – a subdivision in Precinct 3.

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

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

*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

AB Anna Bowlin - 854-9383 Stacey Scheffel - 854-9383
SS

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.)

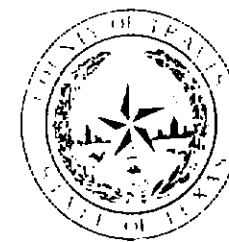
Purchasing Office (473-9700)

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 GIESELMAN, EXECUTIVE MANAGER

411 West 10th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
TEL (512) 473-9383
FAX (512) 768-2649

MEMORANDUM

DATE: February 4, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Stacey Scheffel, Flood Plain Manager, Planning and Engineering Services SS

SUBJECT: Notify Court of satisfactory construction of the private streets for Amarra Drive, Phase 2 - a subdivision in Precinct 3.

Summary and Staff Recommendation:

The plat for this private street subdivision was recorded on October 26, 2007 at Document #200700323. Construction has since been completed and a TNR Inspector has given this subdivision Construction Approval. All other items required for Approval of Construction have been received, including the Certificate of Incorporation and Declaration of Covenants, Conditions and Restrictions, showing that there is a body in place to take over maintenance of the private roadways.

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioner's Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of public and private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements. We recommend that all fiscal be released.

Budgetary and Fiscal Impact:

No budgetary impact. Fiscal has been posted with the City of Austin for this project. Once the Commissioners Court of Travis County approves the notification of satisfactory construction, the County will release its interest in the fiscal being held.

Issues and Opportunities:

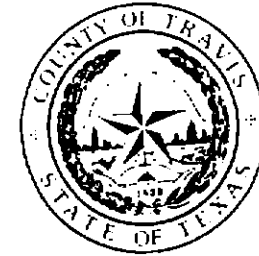
This insures that not only is the private street subdivision built to public street standards, but that there is a collective body in place to maintain the streets of this subdivision for the respective residents. Amarra Drive, Phase 2 is accessed from Carranzo Drive, a private street within Wynton Place, Phase 1. Wynton Place, Phase 1's construction was approved on October 9, 2007.

Page 2
February 4, 2009

Enclosures:
TNR Construction Approval Letter
Requirements list for Construction, Approval
Maps

PS:SS:ps

1102 Amarra Drive, Phase 2



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL
RELEASE -PRIVATE STREET SUBDIVISION**

DATE: January 26, 2009

TO:	<u>Developer</u>	<u>Engineer</u>
	<u>Stratus Properties Operating Co.</u> <u>98 San Jacinto, Suite 220</u> <u>Austin, TX 78701</u>	<u>LJA Engineering & Surveying, Inc.</u> <u>5316 Hwy. 290 West, Suite 150</u> <u>Austin, TX 78735</u>

SUBJECT: Amarra Drive, Phase 2

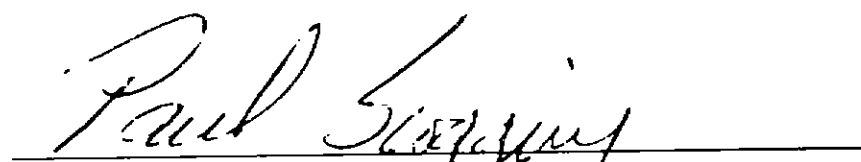
Effective January 29,2009, streets and/or drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County, but will be released to the Homeowners Association for maintenance.

When the Developer has furnished to Travis County all of the documents required per the "Requirements for Approval of Construction – Private Street Subdivisions" list (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY: 
Travis County TNR Construction Inspector


Engineering Specialist



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GILBERTMAN, EXECUTIVE MANAGER

411 West 10th Street
Executive Office Building
PO Box 1728
Austin, Texas 78767
(512) 854-9383

AMARRA DRIVE, PHASE 2 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 11/13/08 1. Professional Engineer's certification of quantities of work completed
(Engineer's Concurrence Letter) § 82.401(c)(1)(A) § 82.604(c)(2)
- 12/29/08 2. Construction Summary Report § 82.604(c)(1)
- 11/13/08 3. Contractor's invoice or receipt of payment for work completed §
82.401(c)(1)(B)
- 11/13/08 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's
Consulting Engineer § 82.604(c)(3)
- NA 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or
Revision from FEMA and the completed application for a Letter of Map
Amendment or Revision § 82.604(c)(5)
- 1/29/09 6. A TNR inspection report, indicating the completion of that portion of the work
represented by the reduction of fiscal (streets and drainage, including detention
ponds and common area sidewalks and traffic control devices shown on the
approved traffic control plan) § 82.401(c)(1)(C)
- 12/29/08 7. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility
Districts
- 12/29/08 *8. The Certificate of Incorporation of the Homeowners Association filed with
the Texas Secretary of State
- 12/29/08 *9. The Declaration of Covenants, Conditions, and Restrictions, showing the
responsibility of the homeowners association to maintain the streets and drainage,
recorded in the Real Property Records of Travis County

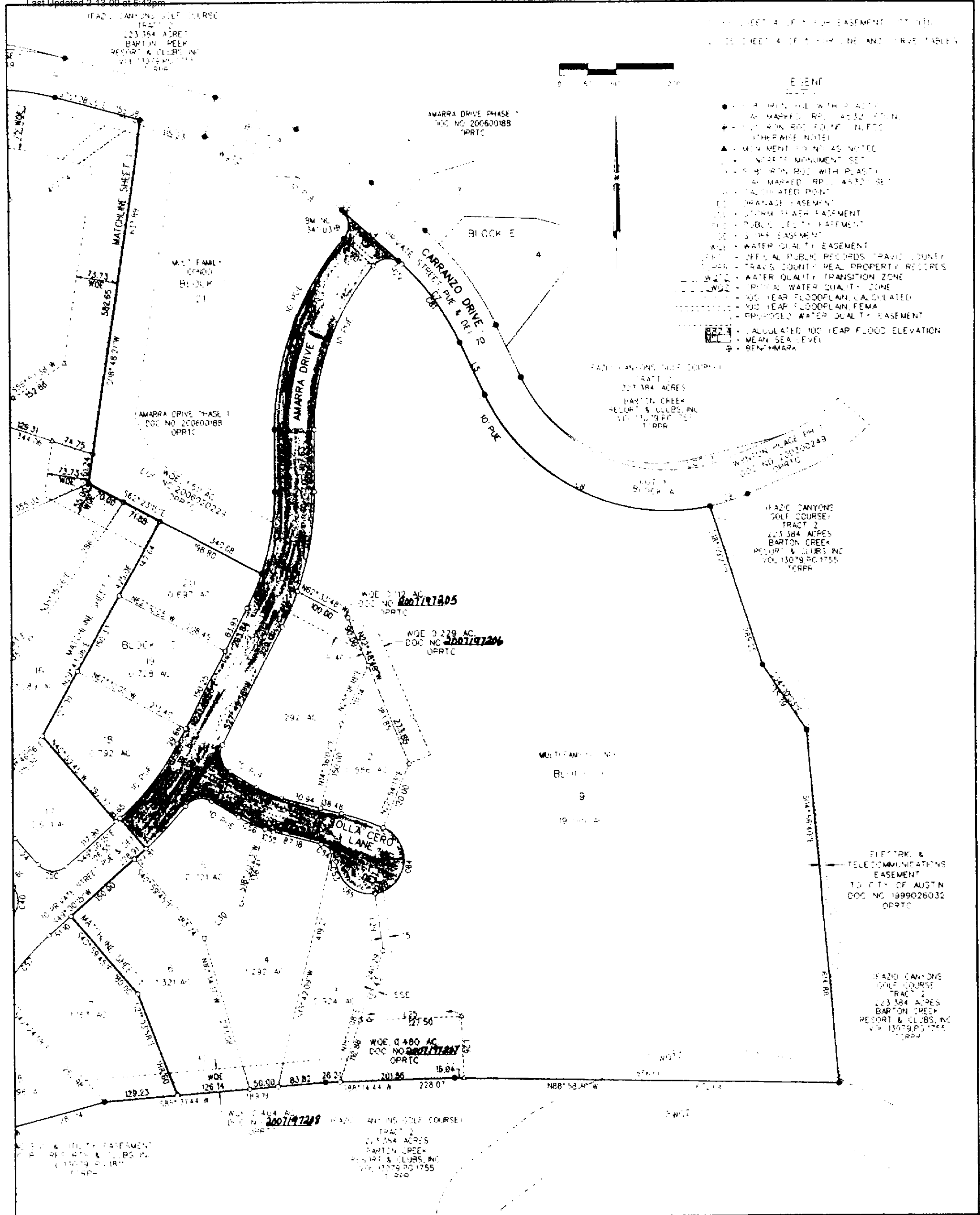
* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.



200700323

Last Updated 2-13-00 at 5:43pm

SEE SHEET 4 OF 5 FOR EASEMENTS SET OFF
SEE SHEET 4 OF 5 FOR LINE AND CURVE TABLES



- EASEMENT**
- 10' AIR RIGHTS EASEMENT WITH PLASTIC
 - ▲ 4' MARKED IRON PIPE 45.32' FROM
 - 1/2" IRON ROD FOUND IN FLOOD PLAIN (OTHERWISE NOTED)
 - ▲ MONUMENT FOUND AS NOTED
 - SURVEY MONUMENT SET
 - 1/2" IRON ROD WITH PLASTIC 4' MARKED IRON PIPE 45.32' FROM
 - CALCULATED POINT
 - DRAINAGE EASEMENT
 - UTILITY TRASH EASEMENT
 - PUBLIC UTILITY EASEMENT
 - STORM EASEMENT
 - WATER QUALITY EASEMENT
 - OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY
 - TRAVIS COUNTY REAL PROPERTY RECORDS
 - WATER QUALITY TRANSITION ZONE
 - SPECIAL WATER QUALITY ZONE
 - 100 YEAR FLOODPLAIN, CALCULATED
 - 100 YEAR FLOODPLAIN, FEMA
 - PROPOSED WATER QUALITY EASEMENT
 - CALCULATED 100 YEAR FLOOD ELEVATION
 - MEAN SEA LEVEL
 - BENCHMARK

CB-04-0172.2A
 907 AMARRA DRIVE
 FLENAME

**AMARRA DRIVE,
 PHASE 2**
 SUBMITTED MAY 1, 2007

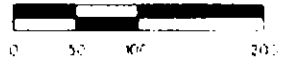
RAMSEY LAND SURVEYING, L.L.C.
 8713 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 bramsey@ramsurveying.com

NO.	REVISIONS	DRN	CHK	DATE

OPEN SPACE

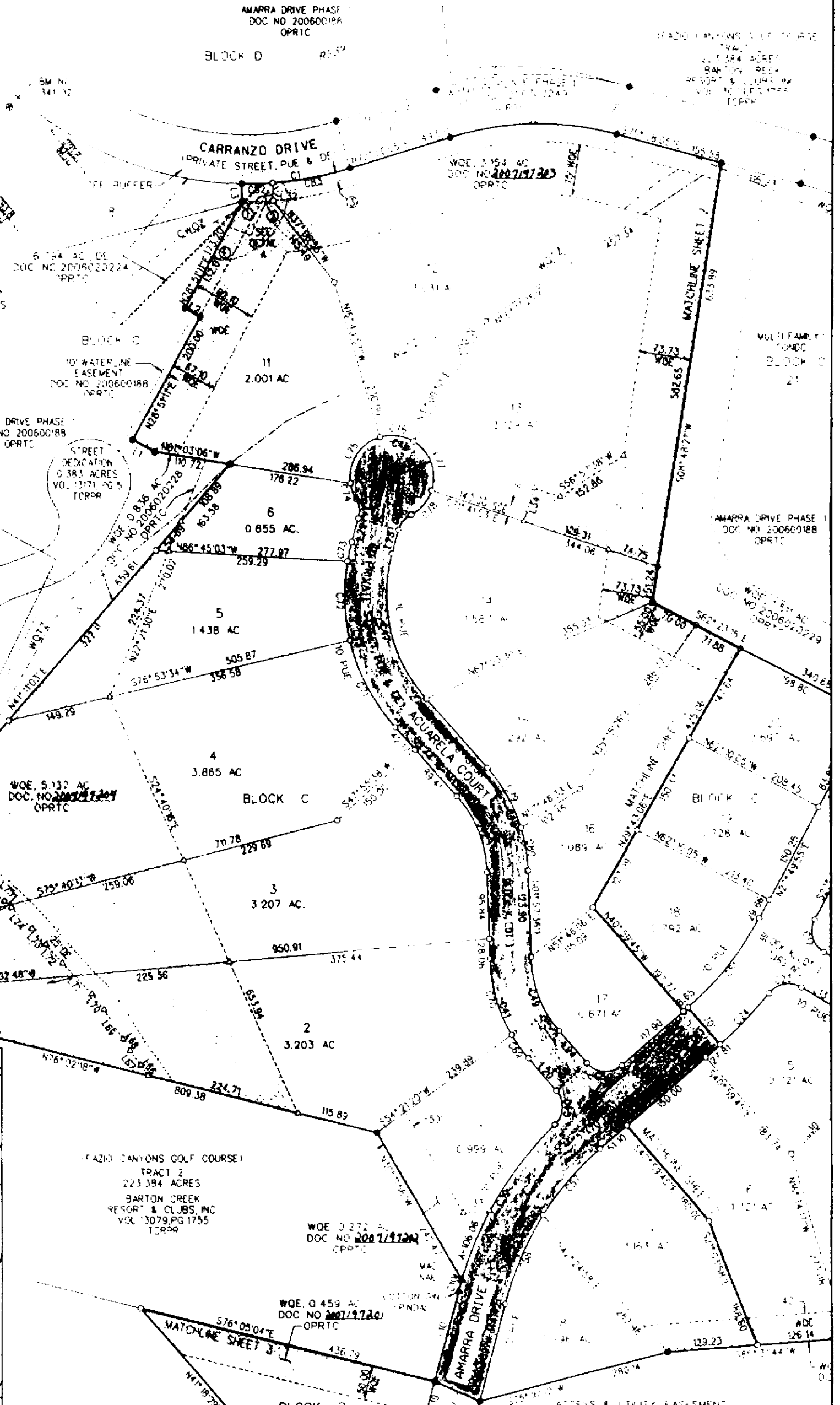
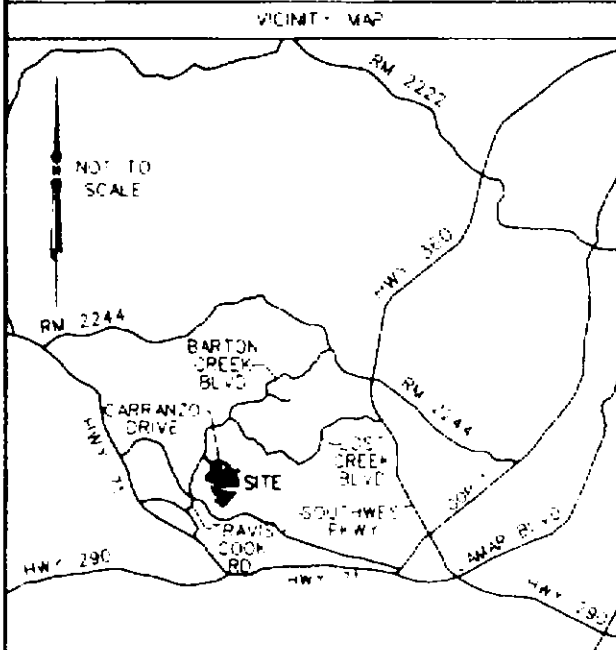
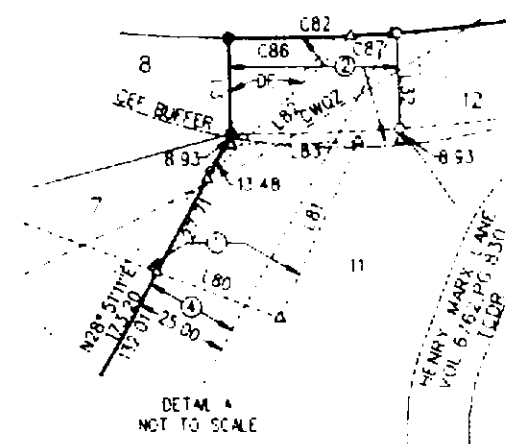
AMARRA DRIVE PHASE
DOC NO 200600188
OPRTC

BLOCK D



LEGEND

- 5/8" IRON ROD WITH PLASTIC CAP MARKED RPLS 4532 FOUND
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- ▲ MONUMENT FOUND AS NOTED
- CONCRETE MONUMENT SET
- 5/8" IRON ROD WITH PLASTIC CAP MARKED RPLS 4532 SET
- △ CALCULATED POINT
- DE DRAINAGE EASEMENT
- SSE STORM SEWER EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SE SLOPE EASEMENT
- WQE WATER QUALITY EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- TRPR TRAVIS COUNTY REAL PROPERTY RECORDS
- WQIZ WATER QUALITY TRANSITION ZONE
- CWQZ CRITICAL WATER QUALITY ZONE
- 100 YEAR FLOODPLAIN CALCULATED
- 100 YEAR FLOODPLAIN FEMA
- PROPOSED WATER QUALITY EASEMENT
- CALCULATED 100 YEAR FLOOD ELEVATION MEAN SEA LEVEL
- ⊕ BENCHMARK



DRAWN BY: CAR
 CHECKED: MGT/BR
 DATE: 10/10/05
 PROJECT NO: 907-04
 DRAWING NO: 907-01
 SHEET NO: 1 OF 5
 FILENAME: 907-AMARRA2.DWG

**AMARRA DRIVE,
PHASE 2**
 SUBMITTED MAY 1, 2007

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
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 FAX (512) 301-9395
 bramsey@ramsurveying.com

NO.	REVISIONS	DRN	CHK	DATE

EXTENTIVE STATEMENT

LINE	LENGTH	DEPT. 1	BEARING	DEPT. 2	BEARING	DISTANCE
1	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
2	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
3	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
4	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
5	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
6	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
7	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
8	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
9	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
10	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
11	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
12	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
13	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
14	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
15	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
16	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
17	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
18	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
19	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
20	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
21	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
22	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
23	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
24	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
25	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
26	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
27	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
28	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
29	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
30	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
31	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
32	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
33	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
34	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
35	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
36	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
37	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
38	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
39	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00
40	14.37	N89°52'30"E	360.00	N89°52'30"E	360.00	720.00

TRACT	AREA (ACRES)
TRACT 1	1.154 ACRES
TRACT 2	1.154 ACRES
TRACT 3	1.154 ACRES
TRACT 4	1.154 ACRES
TRACT 5	1.154 ACRES
TRACT 6	1.154 ACRES
TRACT 7	1.154 ACRES
TRACT 8	1.154 ACRES
TRACT 9	1.154 ACRES
TRACT 10	1.154 ACRES
TRACT 11	1.154 ACRES
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TRACT 81	1.154 ACRES
TRACT 82	1.154 ACRES
TRACT 83	1.154 ACRES
TRACT 84	1.154 ACRES
TRACT 85	1.154 ACRES
TRACT 86	1.154 ACRES
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TRACT 88	1.154 ACRES
TRACT 89	1.154 ACRES
TRACT 90	1.154 ACRES
TRACT 91	1.154 ACRES
TRACT 92	1.154 ACRES
TRACT 93	1.154 ACRES
TRACT 94	1.154 ACRES
TRACT 95	1.154 ACRES
TRACT 96	1.154 ACRES
TRACT 97	1.154 ACRES
TRACT 98	1.154 ACRES
TRACT 99	1.154 ACRES
TRACT 100	1.154 ACRES

LINEAR FOOTAGE OF STREET'S:	ACRES
AMARRA DRIVE - 2,195 L.F.	
ACCLARA COURT - 1,020 L.F.	
PARISHANA LANE - 99 L.F.	
ULLA CERVA LANE - 366 L.F.	
TOTAL	4,666 ACRES

WILLIAM H. RAMSEY, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF THE 25th OF THE AUTUMN CITY CODE OF 1999 AS AMENDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

7-10-07
William H. Ramsey
 WILLIAM H. RAMSEY, R.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4552
 RAMSEY LAND SURVEYING
 RTW, SOUTH-WEST PARKWAY
 ALLEN, TEXAS 75009-2758
 PHONE (512) 301-9395 FAX (512) 301-9395



NOTE: CONTINUED FROM SHEET 1

20. MULTIPLE USE OF LAND. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF THE INTEGRATED PEST MANAGEMENT (IPM) PLAN FOR PEST PREVENTION AND SOURCE CONTROL OF PESTICIDES AND HERBICIDES. ADDITIONALLY, THE OWNER SHALL PROVIDE TRAINING WITH THE IPM PLAN AND A PUBLIC EDUCATION PROGRAM (TRAINING METHODS TO REDUCE NON POINT SOURCE POLLUTION, THE IPM PLAN, AND PUBLIC EDUCATION PROGRAM) SHALL HAVE BEEN APPROVED BY THE WATERBOARD PREVIOUS TO ANY DEVELOPMENT REVIEW DEPARTMENT.

21. WATER QUALITY. THE SELLER IS REQUIRED TO PROVIDE THE EQUIPMENT OF EACH LOT AT THE TIME OF OCCUPANCY TO A REGISTERED ENVIRONMENTAL EDUCATION PROGRAM THAT HAS BEEN APPROVED BY THE WATERBOARD PREVIOUS TO ANY DEVELOPMENT REVIEW DEPARTMENT. THIS PACKAGE SHALL INCLUDE AN INTEGRATED PEST MANAGEMENT PLAN, IPM FOR LOT, IPM PREVENTION AND SOURCE CONTROL OF PESTICIDES AND HERBICIDES, AND A PUBLIC EDUCATION PROGRAM (TRAINING METHODS TO REDUCE NON POINT SOURCE POLLUTION).

22. FOR INTEGRATED PEST MANAGEMENT PREVENTION AND SOURCE CONTROL, SEE SEPARATE INSTRUMENT FOR INSTRUMENT NO. 2007-97-2-0 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY TEXAS.

23. NO DRIVEWAY SHALL BE CONSTRUCTED LESS THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET AND DRIVEWAY SHALL BE CONSTRUCTED WIDER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.

- 23. WATER QUALITY CONTROL MEASURES ARE REQUIRED FOR ALL DEVELOPMENT SUBJECT TO SECTION 20.5-211 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 24. DRAINAGE EASEMENT OR STORM SEWER EASEMENT THAT ARE 15 FEET IN WIDTH CAN ONLY BE USED FOR ENCLOSED SUBMIT STORM SEWER SYSTEM PIPE.
- 25. PARKLAND REQUIREMENTS FOR THIS SUBDIVISION SHALL BE IN ACCORDANCE WITH SECTION 30-2-217 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 26. DEVELOPMENT WITHIN THE WATER QUALITY TRANSITION ZONE IS ALLOWED ON LOT 5 AND 6 OF BLOCK C IN ACCORDANCE WITH SECTION 44.01A OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 27. THE FOLLOWING WATER QUALITY AND PEST PREVENTION MEASURES ARE REQUIRED WITH THE AMARRA DRIVE PRELIMINARY PLAN (CASE NO. 2007-97-2-0) APPLIED TO THIS PLAT AND ASSOCIATED DEVELOPMENT PERMITS:
 - THROUGH THE USE OF BEST MANAGEMENT PRACTICES (BMP) INCLUDING STRIP ALTERNATIVE AND VEGETATED FILTER AREAS, WATER QUALITY AND 2 YEAR DETENTION PARAMETERS FOR THE OVERALL AMARRA DRIVE PRELIMINARY PLAN SHALL MEET CURRENT CITY OF AUSTIN ORDINANCE REQUIREMENTS BASED ON A REGIONAL APPROACH ACROSS THE MIXED USE PROJECT AS SUCH WATER QUALITY AND 2 YEAR DETENTION PARAMETERS FOR THE FIRST PLAT AND SUBSEQUENT PLATS AND SITE PLANS OF THIS PRELIMINARY PLAN WILL ALSO BE DEEMED TO SATISFY CURRENT CITY OF AUSTIN ORDINANCE REQUIREMENTS BASED ON THIS REGIONAL APPROACH, INCLUDING THE USE OF THE VEGETATED FILTER AREA DEPICTED ON THE PRELIMINARY PLAN.
- 28. DEVELOPMENT WITHIN THE INITIAL WATER QUALITY TRANSITION ZONE IS RESTRICTED PER SECTIONS 30-5-482 AND 30-5-483 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 29. CONSTRUCTION OF TALLENT SHALL BE IN ACCORDANCE WITH SECTIONS 30-5-301 AND 30-5-302 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 30. THE MAXIMUM NUMBER OF DRIVING UNITS PER LOT IN BLOCK A SHALL BE SIX UNITS PER ACRE. THE MAXIMUM NUMBER OF DRIVING UNITS PER LOT IN BLOCK B SHALL BE 4.
- 31. VEHICULAR ACCESS IS PROHIBITED TO PARKWAY DRIVE FROM LOT 1 AND 2, BLOCK C.
- 32. WITH THE EXCEPTED OF THE VARIANCES AND WAIVERS GRANTED WITH THIS PROJECT THE STREETS SHALL BE IN ACCORDANCE WITH THE STANDARDS IN ACCORDANCE WITH CITY OF AUSTIN STANDARDS.
- 33. A VARIANCE HAS BEEN GRANTED FROM SECTION 30-5-301 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 34. A VARIANCE HAS BEEN GRANTED PER SECTION 30-5-301 FROM PRIVATE STREETS OF THE LAND DEVELOPMENT PERMITS.
- 35. AN ADMINISTRATIVE WAIVER HAS BEEN GRANTED FROM SECTION 30-5-301 BALANCE OF THE TRACTS OF THE LAND DEVELOPMENT CODE.
- 36. AN ADMINISTRATIVE WAIVER HAS BEEN GRANTED FROM SECTION 30-5-301 BLOCK LENGTH OF THE LAND DEVELOPMENT CODE.
- 37. ADMINISTRATIVE WAIVERS HAVE BEEN GRANTED FROM SECTION 30-5-301, TABLE 3-A AND TABLE 1-12 OF THE CITY OF AUSTIN TRANSPORTATION DEPARTMENT LOCAL GEOMETRIC DESIGN (REF: 2003-1).
- 38. AN ADMINISTRATIVE WAIVER HAS BEEN GRANTED FROM SECTION 30-5-301 OF THE CITY OF AUSTIN TRANSPORTATION DEPARTMENT LOCAL GEOMETRIC DESIGN (REF: 2003-1) FOR 1/2" STREETS.
- 39. THE FOLLOWING ADMINISTRATIVE WAIVERS HAVE BEEN GRANTED FROM THE CITY OF AUSTIN DRAINAGE DEPARTMENT:
 - SECTION 30-5-482 AND 30-5-483 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
 - SECTION 30-5-482 AND 30-5-483 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
 - SECTION 30-5-482 AND 30-5-483 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
 - SECTION 30-5-482 AND 30-5-483 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
 - SECTION 30-5-482 AND 30-5-483 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 40. THE MINIMUM FINISH ELEVATION SHALL BE 1.00 FEET ABOVE THE FINISH ELEVATION OF BLOCK A AND LOT 1 OF BLOCK B AND THE FINISH ELEVATION SHALL BE 1.00 FEET ABOVE THE FINISH ELEVATION SHOWN HEREIN.

CBSJ-04-0172-2A

DATE	7-10-07
CHECKED	W.H. RAMSEY
DRAWN	W.H. RAMSEY
PROJECT	AMARRA DRIVE, PHASE 2
DATE	7-10-07
DRAWING NO.	902.01
SHEET NO.	4 OF 5

AMARRA DRIVE, PHASE 2
 SUBMITTED MAY 1, 2007

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78768-9268
 PHONE (512) 301-9395
 FAX (512) 301-9395
 w Ramsey@ramsurveying.com

REVISION	DRN	CHK	DATE

Last Updated 2-19-09 at 5:45pm
STATE OF TEXAS
COUNTY OF TRAVIS

THAT STRATUS PROPERTIES OPERATING CO., L.P., A DELAWARE LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, STRS L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BY STRATUS PROPERTIES INC., A DELAWARE CORPORATION, SOLE MEMBER, BY AND THROUGH JOHN E. BAKER, SENIOR VICE PRESIDENT, BEING THE OWNER OF THAT CERTAIN 89.441 ACRES OF LAND SITUATED IN THE THOMAS H. JESTER SURVEY NO. 150 TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 17,110.9 ACRES OF LAND DESIGNATED PARCEL 13, THAT CERTAIN 61.9912 ACRES OF LAND, DESIGNATED PARCEL 23, THAT CERTAIN 37,746 ACRES OF LAND, DESIGNATED PARCEL 24 CONVEYED TO STRATUS PROPERTIES OPERATING CO., L.P., BY DEEDS RECORDED IN VOLUME 11706, PAGE 447 AND VOLUME 12,331, PAGE 79 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, AND A PORTION OF THAT CERTAIN 89.441 ACRES OF LAND DESIGNATED PARCEL 13, CONVEYED TO STRATUS PROPERTIES OPERATING CO., L.P., BY DEEDS RECORDED IN VOLUME 11706, PAGE 590 AND VOLUME 12331, PAGE 79 OF THE SAID REAL PROPERTY RECORDS, DO HEREBY SUBDIVIDE SAID 89.441 ACRES OF LAND IN ACCORDANCE WITH CHAPTER 25, AND 25B OF THE TEXAS LOCAL GOVERNMENT CODE AND THIS PLAN, TO BE KNOWN AS "AMARRA DRIVE, PHASE 2 SUBDIVISION," SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEVOTES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREETS AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, THE MAINTENANCE OF AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNERS OF THE SUBDIVISION OR ANY DULY CONSTITUTED PROPERTY OWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD UNDER DOCUMENT NO. 20071921, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OF LIABILITY FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREETS AND ANY COMMON AREAS AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

ALL PRIVATE STREETS SHOWN HEREON (AMARRA DRIVE, OLLA CERO LANE, ACUARELA COURT AND PARRISMA LANE) AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SAID STREETS WILL BE OWNED AND MAINTAINED BY THE ESTABLISHED PROPERTY OWNERS ASSOCIATION FOR THIS SUBDIVISION AS REFERENCED IN PLAT NOTE 16

IN WITNESS WHEREOF, STRATUS PROPERTIES OPERATING CO., L.P., HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, STRS L.L.C., BY STRATUS PROPERTIES INC., SOLE MEMBER, THIS THE 16 DAY OF August, 2007, A.D.

BY: STRATUS PROPERTIES OPERATING CO., L.P., A DELAWARE LIMITED PARTNERSHIP
BY: STRS L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, GENERAL PARTNER
BY: STRATUS PROPERTIES INC., A DELAWARE CORPORATION, SOLE MEMBER
JOHN E. BAKER, SENIOR VICE PRESIDENT
98 SAN JACINTO BLVD., SUITE 220
AUSTIN, TEXAS 78701
PHONE (512) 478-5788 FAX (512) 478-6340

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 16 DAY OF August, 2007, A.D. BY JOHN E. BAKER, SENIOR VICE PRESIDENT OF STRATUS PROPERTIES INC., A DELAWARE CORPORATION, SOLE MEMBER OF STRS L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, GENERAL PARTNER OF STRATUS PROPERTIES OPERATING CO., L.P., A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF EACH SAID ENTITY. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16 DAY OF August, 2007, A.D.

NOTARY PUBLIC IN AND FOR STATE OF TEXAS
CAROL FAHS
(PRINT OR TYPE NOTARY'S NAME)
Carol Fahs
Notary Public
State of Texas
My Commission Expires
April 08 2010

1. JOHN A. CLARK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1981, AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) # 48453C0295E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

JOHN A. CLARK, P.E.
PROFESSIONAL ENGINEER NO. 31398
JJA ENGINEERING & SURVEYING, INC.
5316 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TEXAS 78735
PHONE : (512) 439-4700 FAX : (512) 439-4716



GENERAL NOTES:

- 1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PUBLIC WATER AND WASTEWATER SYSTEMS APPROVED AND PERMITTED BY THE STATE OF TEXAS (TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NOS 4 AND 5)
- 2. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NOS 4 AND 5
- 3. WATERSHED STATUS THIS PROJECT IS LOCATED IN BARTON CREEK WATERSHED AND IS CLASSIFIED AS BARTON SPRINGS ZONE
- 4. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN
- 5. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THEIR EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25 B, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE
- 6. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRICAL FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDINGS AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25 B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE
- 7. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE PERMITS OF ANY PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THE PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY WORK WITHIN THE LIMIT OF CONSTRUCTION FOR THIS PROJECT
- 8. EROSION/SEDIMENTATION CONTROL IS REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION. PERMITTING TO 5.01 AND 20.5.14 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.

9. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR THE PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR INSTALLING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

10. PRIOR TO CONSTRUCTION, DETAILS IN THE SUBDIVISION DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION PLAN APPROVED BY THE CITY OF AUSTIN, EXCEPT THAT RUNOFF IN THE CITY OF AUSTIN SHALL BE HELD TO THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION PLAN APPROVED BY THE CITY OF AUSTIN, OR OTHER APPROVED METHODS.

PAYMENT FOR PARTICIPATION IN THE CITY OF AUSTIN'S REGIONAL STORMWATER MANAGEMENT PROGRAM FOR THIS SUBDIVISION IS DUE ON THE DATE OF THIS INSTRUMENT (MAY 26, 2006)

11. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS UNLESS AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NOS 4 AND 5, TRAVIS COUNTY AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4

12. PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS, STORMWATER EASEMENTS AND WATER SERVICE EASEMENTS AS MAINTAINED AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AGENCIES HAVING JURISDICTION.

13. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTIES SHALL BE MAINTAINED BY THE OWNERS OF HIS/HER AREAS.

14. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT

15. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF PRIVATE AND OTHER SUBDIVISION IMPROVEMENTS PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN DATED 10/22/07. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. 200719212 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

16. ALL PRIVATE STREETS SHOWN HEREON (AMARRA DRIVE, OLLA CERO LANE, ACUARELA COURT AND PARRISMA LANE) AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE ESTABLISHED PROPERTY OWNERS ASSOCIATION FOR THIS SUBDIVISION. SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. 200719212 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS IF THE ESTABLISHED PROPERTY OWNERS ASSOCIATION FOR THIS SUBDIVISION FAILS TO PERFORM THE MAINTENANCE RESPONSIBILITIES THEN THE MAINTENANCE WILL BECOME THE RESPONSIBILITY OF THE LOT OWNERS UTILIZING THE PRIVATE STREETS.

17. STANDARD STREET NAME SIGNS WILL BE INSTALLED AT ALL PRIVATE STREET INTERSECTIONS. AN ADDITIONAL PRIVATE STREET SIGN WILL BE INSTALLED AT ALL INTERSECTIONS OF PRIVATE STREETS WITH PUBLIC STREETS.

18. FOR PROPERTY OWNERS COVENANTS, CONDITIONS AND RESTRICTIONS PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOC NO. 200719212 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

19. THE MAXIMUM PORTION OF ANY COMMERCIAL, MULTI-FAMILY, OR SINGLE FAMILY/DUPLEX LOT THAT MAY BE ESTABLISHED AS TURF OR LANDSCAPED IS 15 PERCENT. HOWEVER, NO LOT SHALL BE RESTRICTED TO LESS THAN 2000 SQUARE FEET OF TURF OR LANDSCAPED AREA UNDISTURBED NATURAL AREAS OR AREAS RESTORED TO NATURAL CONDITIONS SHALL NOT BE CONSIDERED LANDSCAPING OR TURF (SECTION 16.9.2.E OF ENVIRONMENTAL CRITERIA MANUAL)

NOTES CONTINUED ON SHEET 4
THIS SUBDIVISION IS WITHIN THE TWO (2) MILE ETC. OF THE CITY OF AUSTIN ON THIS THE 16 DAY OF September, 2007, A.D.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 18 DAY OF September, 2007, A.D.
Victoria L. Poff, Director
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

ZONING AND PLAT REVISION
ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS THIS THE 18 DAY OF September, 2007, A.D.
BETTY BAKER, CHAIRPERSON
CLARKE HAMMOND, SECRETARY

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS
LANA DEERAYOR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 16th DAY OF October, 2007, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS SOLELY ENTERED IN THE MINUTES OF SAID COURT.
WITNESSE MY HAND AND SEAL IN OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 16th DAY OF October, 2007, A.D.

MARY BRYANT, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS
M. Bryant
CLERK

LANA DEERAYOR, CLERK OF TRAVIS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FILING FOR RECORD OF THIS INSTRUMENT FOR AUTHORIZATION WAS FILED IN THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ON THE 26th DAY OF October, 2007, ALL AT 10:00 AM. THIS INSTRUMENT IS RECORDED ON THE 26th DAY OF October, 2007, AT 10:00 AM. THIS INSTRUMENT IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS IN DOCUMENT NO. 200700323.
WITNESSE MY HAND AND SEAL IN OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, THE 26th DAY OF October, 2007, A.D.

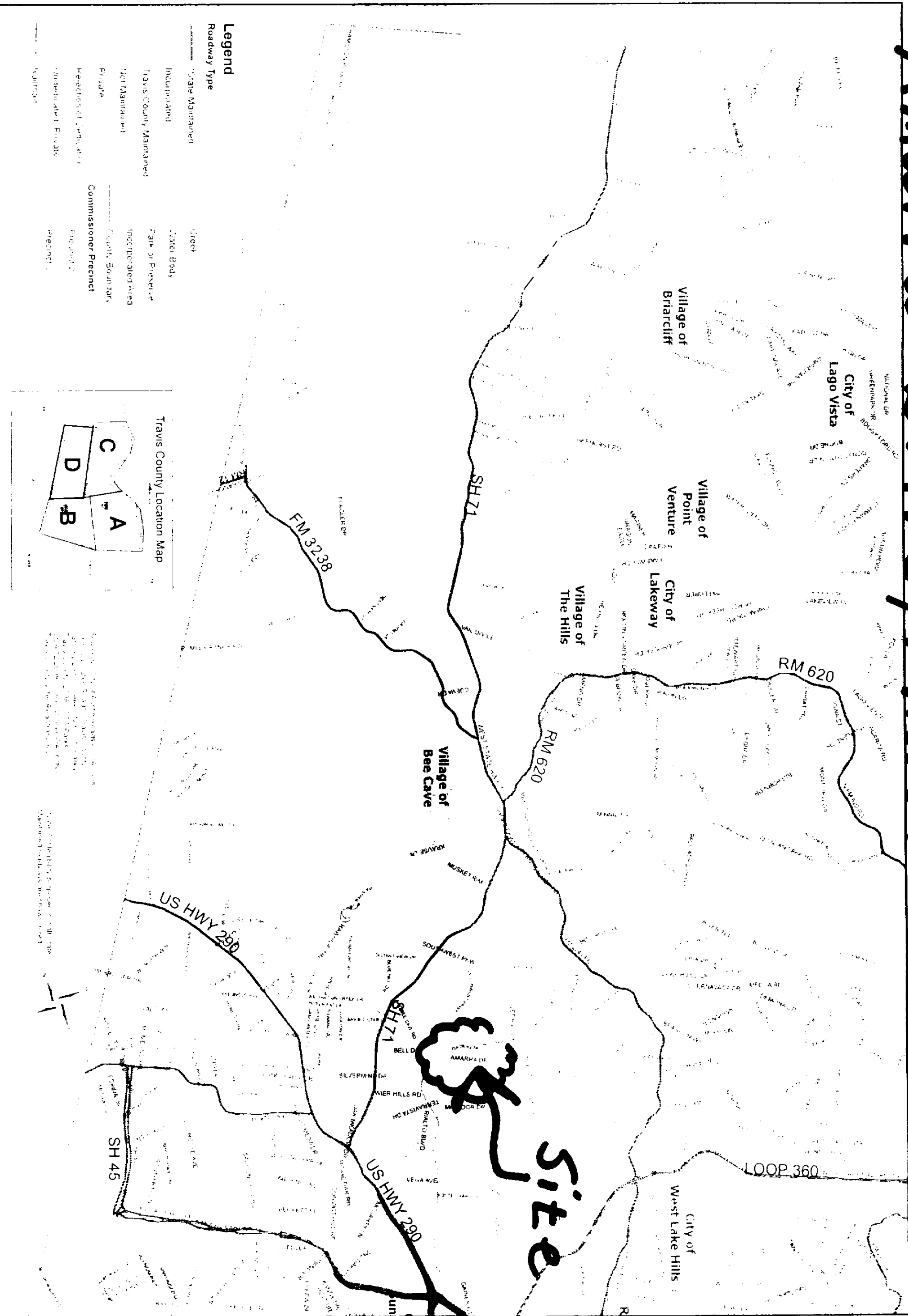
MARY CLARK, CLERK OF TRAVIS COUNTY, TEXAS
Mary Clark
CLERK

AMARRA DRIVE, PHASE 2
SUBDIVISION

RAMSEY LAND SURVEYING, L.L.C.
8713 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78704
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@rlandsurveying.com

CBU-04-0172-2A

Amarra Drive, Phase 2



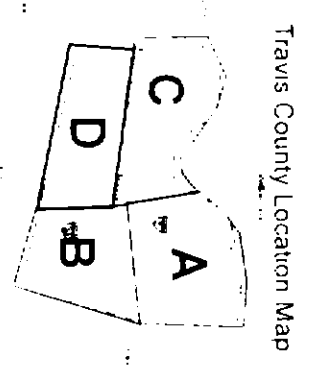
Legend

Roadway Type

- State Maintenance
- Incorporated
- Travis County Maintenance
- Not Maintained
- Private
- Section of Public Use
- Undeveloped Private
- Railroad

Other

- Water Body
- Fair or Precinct
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct
- Abandon



Travis County Roadways, Map D



Scale: _____

11

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
02-17-09

00 FEB 11 11:11:24

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 contract with the Retired Seniors Volunteer Program (RSVP) Advisory Council to partially fund a part-time position in the Health and Human Services Department's Seniors Volunteer Children Immunization Program.
- b) Grant contract amendment with the Texas Department of Housing and Community Affairs, 2008 Comprehensive Energy Assistance Grant Program in the Health and Human Services Department to fully expend the grant award.
- c) Approve grant contract with the Office of the Governor's Criminal Justice Division for enhancement services for the Criminal Courts Drug Court Program.
- d) Approve grant contract with the Office of the Governor's Criminal Justice Division for Civil Courts to continue the Family Drug Treatment Court program for child welfare involving parents with substance abuse.
- e) Grant contract amendment to the Supervised Visitation and Safe Exchange Grant Program in Counseling and Education Services.
- f) Approve grant contract modification with the Office of the Governor's Criminal Justice Division for Civil Courts to continue the Family Drug Treatment Court.

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

2/17/2009

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	Local Funds (Donation)	County Match	FTE's Notes	Page #
Contracts							
a	58 SVCI (Seniors and Volunteers for Childhood Immunization)	10/1/2008 - 9/30/2009		\$4,000		0.25	7
b	58 2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2008 - 12/31/2008	\$725,014				25
c	24 Drug Diversion Court	9/1/2008 - 8/31/2009	\$160,041			1	56
d	22 Drug Court (State) Program	9/1/2008 - 8/31/2009	\$98,500			1	65
e	40 OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2008 - 9/30/2010	\$200,000			0.75	71
f	22 Drug Court Program	9/1/2007 - 8/31/2008	\$65,665.96			1	80

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	County	Cm. Ct. Approval
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
58	2009 Phase 27 Emergency Food and Shelter	\$143,272				2/10/2009
		\$936,414	\$405,037	24.39		

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	Approval Date	Cm. Ct.
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	
37	2008 Byrne Justice Assistance Grant	\$70,002		2/10/2009	
45	Justice and Mental Health Collaboration Program COPE	\$246,662	1	2/10/2009	
45	JABG Juvenile Assessment Center	\$80,889	1.5	2/10/2009	
		\$5,127,456	\$1,100,047	\$120,000	27.00

FY 2009 Grants Summary Report
Amended Grant Applications

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

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount	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		\$761,815.25	\$	-	6.00		
Outstanding							

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person/Title:	John C. Bradshaw/ Contract Specialist
Phone Number:	854-4277

Grant Title:	SVCI (Seniors and Volunteers for Childhood Immunization)		
Grant Period:	From:	10/1/2008	To: 9/30/2009
Grantor:	RSVP Advisory Council		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:			4,000			4,000
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	0	4,000	0	0	4,000
FTEs:			.25			.25

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>EH</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <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						
Number of volunteers	1,100					1,100
Number of volunteer hours	225,000					225,000
Estimated savings to taxpayers	\$3,462,750					\$3,462,750
Measures For Grant						
Number of Volunteers	31					31
Outcome Impact Description	Volunteers for the SVCI program are recruited by RSVP to explain to new mothers the importance of having their babies vaccinated.					
Number of Volunteer Hours	595					595

Outcome Impact Description	Volunteers distribute information to new mothers at local hospitals.					
Number of Mothers Enrolled	839					839
Outcome Impact Description	Mothers enrolled in the program receive mailings informing them when it is time for their child's immunizations.					

PBO Recommendation:

This is a small grant award from the Retired Seniors Volunteer Program (RSVP) to partially fund the cost of a part time staff position to work with the Seniors Volunteer Children Immunization Program. There is no cash match requirement and Travis County has received this grant for a number of years.

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?

The Seniors and Volunteers for Childhood Immunization (SVCI) program is run out of the RSVP offices. A grant from the RSVP Advisory Council helps pay part of the salary of an RSVP staff member who recruits volunteers to provide information to new mothers about the importance of vaccinating their babies.

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

If the Advisory Council were to decrease or eliminate funding for the SVCI Program, then RSVP would seek money from other sources, including the General Fund.

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 cash or in-kind 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 Advisory Council grant does not allow payment of administrative costs.

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

If the Advisory Council were to decrease or eliminate funding for the SVCI Program, then RSVP would seek money from other sources, including the General Fund.

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

NA

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 SVCI program uses senior volunteers supplied by the RSVP program. The RSVP program is mandated by the Older Americans Act as a way to provide volunteer opportunities for adults 55 years old and older. The applicable department performance measures include the number of volunteers and volunteer hours provided by this grant.

Issues and Opportunities:

Vaccines prevent a variety of serious diseases. Children need to be immunized at 2 months, 4 months, 6 months, 12 months, 15 months and 18 months old.

Background:

The University of North Texas has reduced its grant funding from \$12,960 in previous years to \$8,424. The RSVP Advisory Council agreed to help make up the deficit.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, RSVP
Susan Spataro, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 5808000247 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and Travis County ~~Health and Human Services Department~~ (the "Subrecipient").

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2008 through December 31, 2008.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC CHAPTER 5) and the LIHEAP State Plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A)

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.
- C. Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
 - (1) is subject to reimbursement by a source other than CEAP/LIHEAP;
 - (2) is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;
 - (3) is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,
 - (4) is not incurred during the Contract Period.
 - (5) is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

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SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Austin, Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.
- B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C. §5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is \$500,000.

SECTION 7. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 8. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SUPPORT EXPENDITURES

- A. Administrative, Assurance 16 Activities, and Direct Services Support costs incurred by Subrecipient in carrying out this contract shall be allowable up to the maximum percentage of the total allowable contract expenditures within the Contract Period as specified in section 2 of this contract, excluding travel costs for training.
- B. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.
- C. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes cost not administrative in nature but those used for outreach and targeting only to eligible household not previously served under CEAP. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach to eligible households not previously served under LIHEAP. Expenditures are to be allocated to both outreach and targeting. Subrecipient may opt to use LIHEAP Direct Service Support allocation for Direct Client Services only if they provide documentation that they have used non-LIHEAP resources in a comparable amount to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.
- D. In order to achieve compliance with the LIHEAP Act, subrecipients must coordinate with other energy related programs. Specifically, subrecipients must make documented referrals to the local WAP subrecipients.
- E. Subrecipients shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipients shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 9. TERMINATION AND SUSPENSION

- A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.
- B. Subrecipient's failure to expend the funds provided under this contract in a timely manner may result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined.
- E. Subrecipient may terminate agreement by giving Department 30 days notice if Subrecipient is unable to conform to applicable laws, rules, or regulations; or if during the budget planning and adoption process, the Travis County Commissioners Court fails to provide funding necessary for continuation of the program by Subrecipient.
- F. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.

SECTION 10. CHANGES AND AMENDMENTS

Any change in the terms of this contract required by a **change** in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract.

SECTION 11. DEPARTMENT DIRECTIVES

Department may issue directives which serve to interpret or clarify the terms of this contract.

SECTION 12. MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and effectiveness of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may request corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

SECTION 13. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 14. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

- A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.
- B. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:
 1. Client application containing all Department requirements;
 2. Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, chapter 5.
 3. Copy of client's utility bill(s);
 4. Energy consumption history for previous 12 months (when available) (all fuel types) for all components;
 5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department);
 6. Documentation of benefits determination (when required by component);
 7. Notice of Denial Form (if applicable);
 8. Right of appeal and procedures (if applicable) for denial or termination of services;
 9. Any documentation required by Directives; and
 10. Client service agreement (as required by component).
 11. Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.

13. Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance	Efficiency rating
Fuel used	Location of appliance
Size of appliance	Condition
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation
Carbon Monoxide (CO) levels for all combustion appliances	

C. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

D. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for three (3) years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.

SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall develop and implement procurement procedures which conform to the uniform administrative requirements in Section 6. Subrecipient shall procure supplies, equipment, materials, or services in accordance with its procurement procedures and Policy Issuance #02-10.2. All procurement contracts, other than "small purchases" as defined in Policy Issuance #02-10.2, shall be in writing and shall contain the provisions required by Policy Issuance #02-10.2.

B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner.

C. Materials and supplies procured by the state may be purchased by Subrecipient from state contracts without requiring additional solicitation. Procurement from state vendors is strongly encouraged and in some instances may be required.

D. Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this contract.

SECTION 16. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.

B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

- C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract period, Department will use the last report submitted by Subrecipient as the final report.
- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

SECTION 17. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent Subrecipient.

SECTION 18. SUBCONTRACTS

- A. Subrecipient may not subcontract the performance of this contract unless it receives Department's prior written approval. Subrecipient shall submit to Department a signed copy of each such subcontract. Department is in no way liable to Subrecipient's subcontractor(s).
- B. Subcontractors shall comply with the terms of this contract to the same extent as if the performance rendered by the subcontractor were being rendered by Subrecipient. Subcontractors are subject to monitoring and investigation by Department.

SECTION 19. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient covenants that neither it nor any member of its governing body presently has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.
- B. Subrecipient agrees that it will comply with Tex. Gov't. Code Ann. Ch. 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the government body or to any other officer or employee authorized to employ or supervise such person.
- C. Subrecipient shall ensure that no employee, officer, or agent of Subrecipient participates in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.
- D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.

SECTION 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 21. LEGAL AUTHORITY

- A. Subrecipient represents that it possesses the practical ability and legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder.
- B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.
- C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this contract, to enter into this contract or to render performances hereunder. Should such suspension or termination occur, Subrecipient is liable to Department for any money it has received for performance of the provisions of this contract.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

- A. In order to encourage attendance by CEAP staff at Department-approved training and/or technical assistance events, the contract has a travel budget. **The travel budget cannot be used as program dollars.**
- B. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), its board-approved travel policy, or the State of Texas travel policies.
- C. From time to time, the Department may choose to add additional funds to this category for other required travel.

SECTION 23. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:
 - (1) Subrecipient expending \$500,000 or more in total Federal awards shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 23, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
 - (2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.
 - (3) Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.
 - (4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 23 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this contract.
- E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 23 as Department may require of Subrecipient.
- F. Subrecipient shall procure audit services by a process approved by Commissioners Court. County will make every effort to ensure that the external auditor provides audit documentation, including the following: The auditor shall retain working papers and reports for a minimum of the four years after the date of issuance of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 24. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

SECTION 25. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.
- C. Subrecipient 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 Department or to any appropriate law enforcement authority, if the report is made in good faith.
- D. Under Section 2261.053, Government Code, Travis County certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

Subrecipient/Local Operator certifies that it, or a branch, division, or department of Subrecipient/Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient/Local Operator, or a branch, division, or department of Subrecipient/Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient/Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient/Local Operator of the violation.

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

Under Section 2261.053, Texas Government Code, Subrecipient/Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. PRIOR ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

SECTION 33. DEBARRED AND SUSPENDED PARTIES

1. Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549, "Debarment and Suspension 45 C.F.R. Part 76" (also, 48 C.F.R. Part 9).
2. Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department.
3. Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
4. **Subrecipient shall include in any subcontracts acknowledgement that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.**

SECTION 34. ENVIRONMENTAL TOBACCO SMOKE/PRO-CHILDREN ACT OF 1994

Subrecipient agrees that if it or any of its subgrantees provides children's services funded directly or indirectly with Federal dollars, it will comply with 20 U.S.C. 6081 et seq. Part B, Pro-Children Act of 1994, concerning prohibition of smoking in certain indoor facilities providing services to children. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

SECTION 35. ATTACHMENTS

The attachments identified below are hereby made a part of this contract:

- (1) Attachment A, Budget

SIGNED this day of

Travis County ~~Health and Human Services Department~~

By: Samuel T. Biscoe, Travis County Judge on _____ Date _____
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 5808000247 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDMENT NUMBER: 1

SECTION 1.

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County ~~Health and Human Services Department~~ (hereinafter the "Subrecipient"), do hereby contract and agree to amend the contract by and between the parties identified on Department records as contract number 5808000247

SECTION 2.

The Contract is amended by deleting **Attachment A- Budget** in its entirety and replacing it with the amended **Attachment A- Budget** attached hereto.

SECTION 3. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This amendment shall be effective on the date of execution.

SECTION 5.

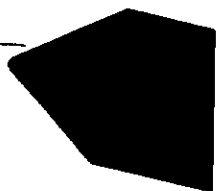
By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Travis County ~~Health and Human Services Department~~

By: _____
Samuel T. Biscoe, Travis County Judge
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

on _____
Date



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58080000247 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
ATTACHMENT A BUDGET

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 725,014.00 CEAP FUNDS CURRENTLY AVAILABLE
\$ 1,022.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 32,132.00	-
Case Management	\$ 4,375.00	-
Direct Services	\$ 687,485.00	-
TOTAL CEAP BUDGET	\$ 723,992.00	-
Co-payment	\$ 70,019.00	10.18
Direct Service Support	\$ 18,374.00	2.67
Elderly and Disabled	\$ 249,287.00	36.26
Energy Crisis	\$ 200,777.00	29.20
Heating/Cooling	\$ 149,028.00	21.68
TOTAL DIRECT SERVICES	\$ 687,485.00	100.00

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 6.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling must be a minimum 10% of Direct Service Dollars expended. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Allocation Period. A second and final budget revision must be received by the Department on or before October 31, 2008.

Effective Date of Budget: 04/01/2008

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

GRANT SUMMARY SHEET

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

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

Grant Title:	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1		
Grant Period:	From: 1/1/2008	To: 12/31/2008	
Grantor:	Texas Department of Housing & Community Affairs		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	County Match	In-Kind	TOTAL
Personnel	54,881				54,881
Operating Costs	670,133				670,133
Capital Equipment					0
Indirect Costs					0
Total	725,014	0	0	0	725,014
FTE					0.00

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

Performance Measures Applicable Department Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Number of Households receiving utility assistance	15,000	773	NA	NA	NA	15,000
Number of Households receiving CEAP Heating & Cooling assistance	110	78 households were assisted in this grant period	NA	NA	NA	110

Number of referrals required to support Housing programs from emergency assistance centers (includes CEAP, DOE, LIHEAP and Home Repair programs)	215	43	NA	NA	NA	215
Measures For Grant						
Number of Households receiving utility assistance using CEAP funds	1933	510	NA	NA	NA	5800
Outcome Impact Description	Utility assistance provided by the CEAP grant is for those households with elderly, persons with disabilities and households with children under 6 with high energy consumption. Utility assistance is given with the intent of these households becoming energy self-sufficient by also assisting these households through the Heating & Cooling component of this grant.					
Number of Households receiving CEAP Heating & Cooling assistance	78 households were assisted for this grant period	NA	NA	NA	NA	210
Outcome Impact Description	The Heating & Cooling component assistance from this grant provides for the repair, replacement or retrofit of high energy household appliances such as refrigerators, heating & cooling appliances, water heaters etc. Repairing or replacing these households appliances should lessen the energy burden to make it possible for the household to become energy self-sufficient.					
Outcome Impact Description						

PBO Recommendation:

Health and Human Services requests Commissioners Court approval of an amendment to the contract for the 2008 Comprehensive Energy Assistance Grant Program. The amendment includes a budget adjustment between grant line items to allow the department to fully expend the grant award. The grant provides resources from the Texas Department of Housing and Community Affairs to provide utility assistance and the repair, replacement, or retrofit of heating and cooling appliances for eligible households.

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?

The department has participated in this program for the past thirteen years. This program funding provides household heating and cooling energy utility assistance and addresses the heating and cooling appliance issues in the households of low-income families or individuals. Heating and cooling appliances may be repaired, replaced or retrofitted. The department utilizes the CEAP grant funds for providing direct and case management services to clients for the achievement of becoming energy self-sufficient. These assistance dollars are sometimes used in conjunction with other program funds available to assist the household. This amendment provides for this grant budget to be revised between the components per the request of the department.

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

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.

There is no commitment by the Commissioners Court to fund these services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary employees performing allowable functions associated with case management, and the administrative and direct services support (outreach) categories. There is no indirect cost allocation.

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

Yes

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

NA

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 and Veterans Service Family Support Services division staff will perform client eligibility interviews for assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three program components and assistance for costs of repair, replacement or retrofit of the client's eligible heating and cooling household appliances. Travis County Health and Human Services and Veterans Service has renewed a contract with Caritas of Austin. This contract allows the vendor to perform client eligibility interviews and implement utility and case management assistance for clients using the guidelines of the CEAP Co-Payment component. Appropriate referrals from Caritas of Austin are made for those households eligible for possible assistance of the repair or replacement of the household's heating and cooling appliances. With this collaboration, assistance funding from this program reaches a client base that in the past had not sought assistance utilizing the department's seven community centers. The CEAP program funding represents the department's largest program source for utility assistance and the only program source for addressing the repair or replacement of some household heating and cooling appliances. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance and household appliance issues from low-income Travis County residents.

line items for contracted services and supplies. No matching funds are required. The contract period is 01/01/08 through 12/31/08.

Issues and Opportunities: We utilize CEAP funds for direct service assistance, administrative costs, case management costs and direct services support or outreach. Travis County Health and Human Services and Veterans Service has renewed the contract with Caritas of Austin, which allows the vendor to perform client eligibility interviews and to implement utility and case management assistance for clients using the guidelines of the Co-Payment component of this grant. By forming this collaboration with Caritas of Austin, funds from this program reach a larger client base that in the past had not sought assistance utilizing the department's seven community centers.

Background: The CEAP program has been a great value to our community in the thirteen years the department has been involved in the program. The department utilizes this program, as well as coordinating its efforts with other community resources such as Salvation Army, faith-based organizations and other local agencies providing services to low-income residents of Travis County.

Within this program year, we were able to assist 1,376 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients utilizing the co-payment and in some instances the elderly/disabled components. Program assistance is also provided for the repair or replacement of household heating and cooling appliances. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the thirteenth year that the CEAP contract has been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract amendment.

- 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 Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Scott Worthington, Travis County Purchasing Office
Mary Etta Gerhardt, Assistant County Attorney

Andrea Colunga Bussey, Social Services Director, Family Support Services

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**CONTRACT FOR SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
RETIRED SENIOR VOLUNTEER PROGRAM OF TRAVIS COUNTY ADVISORY COUNCIL**

TRAVIS COUNTY
PLANNING & DEVELOPMENT OFFICE

I. PARTIES

This Contract ("Contract") is entered into by the following Parties: Travis County, a political subdivision of Texas ("County"), and the Retired Senior Volunteer Program ("RSVP") of Travis County Advisory Council, a not-for-profit organization ("Council").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose.

County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of those services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Pursuant to the terms of this Contract, personal and professional services for the care of indigents and other qualified recipients and for public health education and information will be provided, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Council agree to the terms and conditions stated in this Contract.

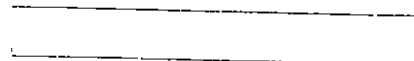
III. DEFINITIONS

1.0 In this Contract.

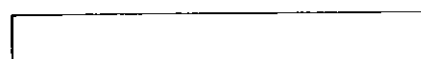
1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Contract Funds" means all funds paid by County to Council, or by Council to County, pursuant to Section 12.0 and other applicable provisions of this Contract.

1.3 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.



- 1.4 "County Auditor" means Susan Spataro, **the Travis County Auditor**, or her successor.
- 1.5 "County Department" means **Travis County Health**, Human services and Veterans' Services working separately or in conjunction with the **Austin/Travis County Health and Human Services Department**.
- 1.6 "County Purchasing Agent" means **Cyd Grimes**, the Travis County Purchasing Agent, or her successor.
- 1.7 "Day(s)" means calendar day(s), **unless otherwise** specifically noted in any individual provision.
- 1.8 "Eligible Client" means those **individuals determined** by Travis County to meet requirements for receiving services under this Contract.
- 1.9 "Executive Manager" means **Sherri Fleming**, Executive Manager of Travis County Health, Human Services and Veterans' Services Department, or her successor or **designated representative**.
- 1.10 "Fiscal Year" means the **County Fiscal Year**, which is that twelve-month time period between any October 1 and the next following September 30.
- 1.11 "Is doing business" and "has done business" mean:
 - 1.11.1 Paying or receiving in any calendar year **any money** or valuable thing which is worth more than \$250 in the aggregate in exchange for **personal services or for the purchase** of any property or property interest, either real or personal, either legal or equitable; or
 - 1.11.2 Loaning or receiving a loan of **money; or goods** or otherwise creating or having in existence any legal obligation or debt with a value of more than **\$250 in the aggregate** in a calendar year;
 - 1.11.3 but does not include:**
 - 1.11.3.1 any retail transaction for **goods or services** sold to a Key Contracting Person at a posted, published, or marked price available to the public;
 - 1.11.3.2 any financial services **product sold** to a Key Contracting Person for personal, family or household purposes in accordance with **pricing guidelines** applicable to similarly situated individuals with similar risks as determined by Contractor in the **ordinary** course of its business; and
 - 1.11.3.3 a transaction for a **financial service** or insurance coverage made on behalf of Contractor if Contractor is a national or multinational **corporation** by an agent, employee or other representative of Contractor who does not know and is not in a **position** that he or she should have known about the Contract.



1.12 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment A.

1.13 "Parties" and "Party" means the County and/or Council.

1.14 "RSVP Immunization Program" means the Travis County Retired and Senior Volunteer Program to encourage and assist parents in starting the immunization of their infants on a timely basis and in checking with their health care providers about their preschool child's immunization status.

1.15 "Subcontract" means any agreement between Council and another party or County and another Party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.16 "Subcontractor" means any party providing services required under this Contract to an Eligible Client or to Council or County under an agreement between Council and that party, or County and that Party, including contractor(s), subcontractor(s), and other subrecipient(s) of Council and/or County; and any party or parties providing services for Council or County which will be paid for using Contract Funds committed by County or Council to be paid under this Contract.

IV. GENERAL TERMS

2.0 CONTRACT TERM

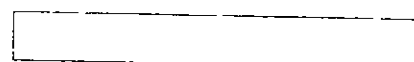
2.1 **Initial Term**. The Parties acknowledge and agree that this Contract shall be effective during the Initial Term which begins October 1, 2008, and terminates September 30, 2009, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 **Renewal Term(s)** Unless sooner terminated pursuant to the terms of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Council for up to three (3) additional years (or through September 30, 2012), or for whatever time period agreed to in writing by County and Council in writing. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 3.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Council's positive performance, County's continuing need for the services and approval by the Commissioners Court of the necessary budget set aside for this purpose, and will be limited to the amount approved during the budget process applicable to the Renewal Term.

3.0 AMENDMENTS

3.1 **Written**. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties.

3.2 **Acknowledgments as to Amendments**. It is acknowledged by Council that no officer, agent,



employee or representative of County other than the Commissioners Court has any authority to change the terms of this agreement or any attachments to it or to sign any document obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Contract or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Contract will NOT be effective

3.3 **Submission.** Council shall submit all requests for all changes, alterations, additions or deletions of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the Executive Manager. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration.

4.0 ENTIRE AGREEMENT

4.1 **All Agreements.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

4.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Council in accordance with all terms of this Contract.

4.2.1 Attachment A, Ethics Affidavit

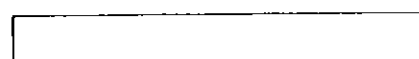
4.2.2 Attachment B, Conflict of Interest Questionnaire

4.3 Council Communication.

4.3.1 **General Communication.** Council and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract shall initially be presented by Council to the County Department through the Executive Manager.

4.3.2 **Contract Issues.** At any time that Council has an issue, problem, dispute, or other question ("issue") concerning this Contract, Council may first contact County through County Department. Council shall provide written notice of the issue to County Department, with such written notice including a specific written description of the issue as well as the Council's desired resolution of the issue. Council and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract.

V. RESPONSIBILITIES AND OBLIGATIONS OF COUNCIL



5.0 COUNCIL PERFORMANCE

5.1 Services and Activities.

5.1.1 Requirements. During any Contract Term, Council shall perform, in a satisfactory manner as determined by County, through County Department, all obligations and responsibilities as set forth under this Contract.

5.1.2 Failure to Perform. In the event of Council's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County.

5.2 Indemnification and Claims.

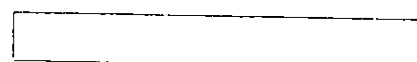
5.2.1 INDEMNIFICATION. Council agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by Council, or for damage to any property, arising out of or in connection with the work done by Council under this Contract, whether such injuries, death or damages are caused by Council's sole negligence or the joint negligence of Council and any other third party.

5.2.2 Claims Notification. If Council receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Council or County, Council shall give written notice to County Department of: the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 16.0 of this Contract. Except as otherwise directed, Council shall furnish to County copies of all pertinent papers received by Council with respect to these claims or actions.

5.3 Miscellaneous Responsibilities.

5.3.1 Change in Identity. Council shall notify the Purchasing Agent and County Department immediately in writing, and in advance where possible, of any significant change affecting the Council, including change of Council's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Council's status under this Contract.

6.0 ACKNOWLEDGMENTS, WARRANTS, AND ASSURANCES



6.1 **Accurate Information.** Council warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Council, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Council, its employees, agents, or associates.

6.2 **Payment of Taxes.** Council acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by County on behalf of Council or the employees of Council. Council will not be treated as an employee with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. Council accepts responsibility for the compensation of employees, withholding and payment of taxes, and for purchasing any liability, disability or health insurance coverage deemed necessary by Council. Council understands that Council is responsible to pay, according to the law, Council's income tax. If Council is not a corporation, Council further understands that the Council may be liable for self-employment (social security) tax, to be paid by Council according to law.

6.3 **Non-delinquency on Federal Debt.** Council, by signing this Contract, certifies that Council is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

6.4 **Debarment, Suspension and Other Responsibility Matters.** Certification under this Section 6.4 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Council, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.



Where Council is unable to certify to any of the statements in this Section 6.4, Council shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

7.0 COMPLIANCE

7.1 Federal, State and Local Laws. Council shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA); Council shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Council will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

7.2 Confidentiality.

7.2.1 Method. Council shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal laws, rules and regulations, the applicable State and local laws, rules, and regulations and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to Eligible Client information.

7.2.2 Privacy. Council shall comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records.

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8.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS

8.1 Records. County and Council agree to maintain all records and documentation for all expenditures pertaining to this Contract in a readily available state and location until an audit in conformance with generally accepted ~~standards accounting principles and procedures for governmental organizations is completed~~ auditing and all questions arising from it are resolved satisfactorily, or for three (3) years after the agreement term in which the activity occurred, whichever occurs later.

//

8.2 Access. Council and County agree to give any of the duly authorized representatives of the other Party, full reasonable 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 the other Party and pertaining to this agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by either



Party, and for any additional time period that the records are retained by either Party

8.3 **Confidentiality.** Council and County agree to establish a method to secure the confidentiality of records and other information relating to the performance of this Contract in accordance with applicable federal laws, rules and regulations, applicable state laws and regulations, and applicable professional ethical standards.

8.4 **Rights to Materials.** All reports, charts, schedules, records, or other appended documentation of Council which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Council to County or created by Council under this document are the property of County.

9.0 REPORTING REQUIREMENTS

9.1 **Quarterly Reports.** County's reporting obligations under this Contract will be satisfied by the continuation of the provision of quarterly reports to the University of North Texas pursuant to the contract currently in place between Travis County and the University of North Texas for immunization. County and Council acknowledge and agree that they have copies of said contract and amendments and are aware of the obligations under that contract. County has no obligation to provide separate reports to Council under this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

10.0 LIMITATIONS

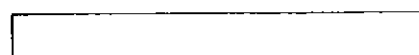
10.1 **County Approval.** Approval of County of any services or reports shall not constitute nor be deemed a release of the responsibility and liability of Council, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Council, its employees, agents, or associates.

11.0 COUNTY OBLIGATIONS.

11.1 **County Services.** County shall provide authorized services under the Seniors and Volunteers for Childhood Immunization Program to qualified recipients of the City of Austin through a Travis County RSVP Specialist I or II in accordance with all terms of this Contract.

11.2 **County Liability.** County will not assume liability for the Council contribution until good funds have been deposited with the County' Treasurer's Office. Council assumes all liability and responsibility for payment for any portion of the total amount due attributable to Council funds.

11.3 **County Civil Rights/ADA Compliance.** County shall, and shall require all Subcontractors to, provide all services and activities required under this Contract in compliance with the Civil Rights Act of 1964, as



amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 (S.933). County shall not discriminate against any employee, applicant for employment or client based on race, religion, color, sex, national origin, age or handicapped conditions.

11.4 **County Confidentiality.** County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Council if required to do so by law.

11.5 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

VII. FINANCIAL PROVISIONS

12.0 **CONTRACT FUNDS**

12.1 **Maximum Funds.**

12.1.1 **Initial Term.** During the Initial Term, in consideration of the services provided, either directly or indirectly, by County under the provisions of this Contract, Council agrees to pay the County an amount of Four Thousand Dollars (\$ 4,000.00). The payment will be made no later than twenty(20) days after the date of execution of this Contract.

12.1.2 **Renewal Term.** Unless otherwise agreed to in writing by the Parties, payments during any Renewal Term will remain the same as those set forth in this Section 12.1.

12.1.3 **No Third Party Rights.** All funds paid to County by Council under this Contract shall be used for the payment of allowable contract expenditures made by County. This Contract creates no third party beneficiary rights as between Council and any of County's contractors and/or employees.

12.1.4 **Fiscal Year Limit.** In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Council understands and agrees that County's liability and obligation for total County Contract Funds is limited to that portion of the total which has been approved by the Commissioners Court during the budget period for the portion of the term which falls within the County fiscal year in place at the beginning of the Contract Term or any Renewal Term.

12.2 **Taxes.** County shall not be liable for state, local or federal excise taxes of Council. Council must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Council is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Council must comply with all Federal and State tax laws and withholding requirements. County



will not be liable to Council or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.

VIII. SUSPENSION/TERMINATION

13.0 TERMINATION

13.1 **Material Breach.** Either Party may terminate this Contract if the other fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching Party within ten (10) days of receipt of written notice being given by the non-breaching Party. If more than ten (10) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both Parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within the specified time, the contract may be terminated upon five (5) days written notice.

13.2 **Reasons for Termination.** Either Party shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

13.2.1 **Failure to Comply.** The other Party has failed to comply with any term or condition of this Contract;

13.2.2 **County Funding Out.** During the budget planning and adoption process, Commissioners Court fails to provide funding for this Contract for the County Fiscal Year following the beginning of the contract period,

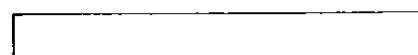
13.2.3 **Ability to Conform.** Either Party is unable to conform to changes required by federal, state and local laws or regulations, or

13.2.4 **Beneficial Results.** Either Party finds that the other Party is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

13.3 **Notification.** County Purchasing Agent shall notify Council pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Contract to be terminated.

13.4 **Without Cause Termination.** Either Party may terminate this Contract, in whole or in part, without cause, if the Party wanting to terminate the agreement notifies the other party in compliance with the notice provisions of the agreement of the decision to terminate this Contract, the effective date of termination at least sixty (60) days after that notice and, in the case of a partial termination, the portion of the agreement to be terminated.

13.5 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted;



and, in the case of partial termination, the portion of the Contract to be terminated.

13.6 **Correction.** At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, the terminating Party shall notify the other Party in compliance with Section 16.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where applicable, the non-terminating may avoid the termination of this Contract if that Party corrects the causes for the reasons for termination stated in the notice to the satisfaction of other Party, as determined by that Party, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

13.7 **Results of Termination.**

13.7.1 **Rights Surviving Termination.** If either party terminates this Contract, in whole or in part, County has the right to receive payment for all services provided before the date of termination and not previously paid; and Council has the right to receive reimbursement of any amounts paid to County for which services were not provided prior to the termination date.

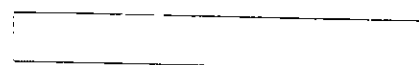
13.7.2 **Continued Liability.** Notwithstanding any exercise by County of early termination pursuant to this Section 13.0 or any provision of this Contract, Council shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Council, or for any amounts paid to Council by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Council until the exact amount of damages or payments due to County from Council is agreed upon or is otherwise determined, and is paid in full.

VIII. MISCELLANEOUS PROVISIONS

14.0 **COUNCIL STATUS.**

14.1 **Independent Contractor.** The Parties expressly acknowledge and agree that Council is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Council shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies and no employee of County shall be considered an employee of Council or gain any rights against Council pursuant to Council's personnel policies. The relationship of County and Council under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

14.2 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Council only, and does not obligate County or Council in any way to any of the other Party's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Council's Subcontractors. Each Party has the sole responsibility for payment for services rendered by that Party's Subcontractors.



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Neither Party shall not under any circumstances be liable to the other Party's creditors or Subcontractors for any payments under this Contract.

15.0 MONITORING

15.1 **Monitoring.** Council reserves the right to perform periodic on-site monitoring of County's compliance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Council's performance under this Contract. Any issues, problems or deficiencies noted by Council shall be referred to the Executive Manager for resolution which is satisfactory to Council and County.

16.0 NOTICES

16.1 **Requirements.** Except as otherwise specifically noted herein, 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.

16.2 **County Address.** The address of County for all purposes under this Contract shall be:

Sherry Fleming, Executive Manager (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

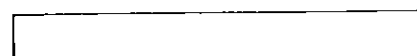
With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

16.3 **Council Address.** The address of the Council for all purposes under this Contract and for all notices hereunder shall be:



Retired Senior Volunteer Program of
Travis County Advisory Council
P. O. Box 1748
Austin, Texas 78767

16.4 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 16.0. Any change in the address, including a change in the Council's Executive Director or Chairperson of the Board of Directors, shall be reported to the Executive Manager and the Purchasing Agent within twenty (20) days of the change.

16.5 **Change of Name.** If a change of name is required by Council, the Purchasing Agent and Executive Manager shall be notified in writing immediately. No change in the obligation of or to Council will be recognized until it is approved by the Commissioners Court. Failure to timely provide notice under Section 16.0 may result in delay of payment.

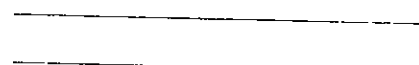
17.0 **PROHIBITIONS**

17.1 **County Forfeiture of Contract.** If Council has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment F during the 365 day period immediately prior to the date of execution of this Contract by Council or does business with any Key Contracting Person at any time after the date of execution of this Contract by Council (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Council shall forfeit all County benefits of this Contract and County shall retain all performance by Council and recover all considerations, or the value of all consideration, paid to Council pursuant to this Contract. Council shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

17.2 **Conflict of Interest.**

17.2.1 **Conflict.** Council shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Council who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17.2.2 **Conflict of Interest Questionnaire.** Council shall complete the Conflict of Interest Questionnaire attached to this Contract as Attachment B. Within seven (7) business days of executing this Contract, Council shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Council shall update this Questionnaire, as required by Chapter 176, TEXAS LOCAL GOVERNMENT CODE, by September 1, 2006, and each year thereafter for the duration of this Contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, Council shall submit an updated Questionnaire, not later than the seventh (7th) business day after the date of an event that



makes a statement in the Questionnaire incomplete or inaccurate. Council should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

17.3 **Solicitation.** Council warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Council to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

17.4 **Gratuities.** County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Council or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Council a sum equal in amount to the cost incurred by Council in providing such gratuities. Council's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

17.5 **Nepotism.** Council agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Council shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

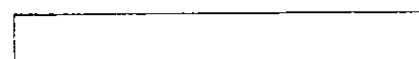
18.0 ASSIGNABILITY

18.1 **Written Approval.** No Party may assign any of the rights or duties created by this Contract without the prior written approval of the other Party. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Council. It is acknowledged by Council that no officer, agent, employee or representative of County has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court. Submission of a request for approval under this Section 18.1, "Assignment," shall be made in writing to the Purchasing Agent. Failure to secure the approval required in this Section 18.1 may result in delay of payment or other sanctions.

18.2 **Binding Agreement.** Subject to Section 18.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

19.0 LEGAL AUTHORITY

19.1 **Council Authority.** Council guarantees that Council possesses the legal authority to enter into this



Contract, receive funds authorized by this Contract, and to perform the services Council has obligated itself to perform under this Contract.

19.2 **Signors.** The person or persons signing this Contract on behalf of Council, or representing themselves as signing this Contract on behalf of Council, do hereby warrant and guarantee that he, she or they have been duly authorized by Council to sign this Contract on behalf of Council and to bind Council validly and legally to all terms, performances, and provisions in this Contract.

19.3 **Suspension.** County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Council or the person signing this Contract to enter into this Contract or to render performances under it. Council and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 19.1 or Section 19.2.

20.0 INTERPRETATIONAL GUIDELINES

20.1 **Computation of Time.** When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

20.2 **Numbers and Gender.** Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

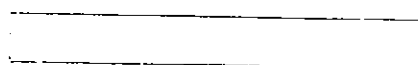
20.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

21.0 OTHER PROVISIONS

21.1 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

21.2 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

21.3 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall



not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

21.4 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

21.5 **Severability.** If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

21.6 **Dispute Resolution - Administration by Purchasing Agent.** When the Council and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 4.3, the Council 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 Council's requested resolution of the dispute and any other relevant information which Council 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 void. If the Council does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Council must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Council 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 Council's satisfaction, Council may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Council then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

21.7 **Mediation.** If the Council is not satisfied with the resolution of the dispute pursuant to Section 21.6, Council shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, 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.



21.8 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population which the County serves. The Commissioners Court further finds that the provision of services to be provided by Council pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

21.9 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Council agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

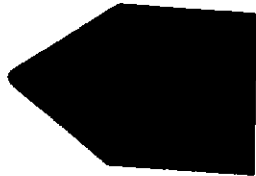
RETIRED SENIOR VOLUNTEER
PROGRAM ADVISORY COUNCIL

By: Gretchen S. Blackburn
Its Duly Authorized Agent
Printed Name: Gretchen S. Blackburn
Title: Treasurer, ROVP

Date: 12/15/03

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge Date: _____



County Approvals:

As to Legal Form:

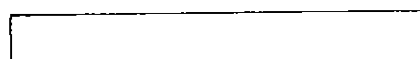
Assistant County Attorney Date: _____

Funds Certified By:

Susan Spataro, County Auditor Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent Date: _____



ATTACHMENT A

ETHICS AFFIDAVIT

Date: 12/15/09
Name of Affiant: GRETCHEN S BLACKBURN
Title of Affiant: TREASURER
Business Name of Council ("Contractor"): RETIRED SENIOR VOLUNTEER PROGRAM
County of Contractor: TRAVIS

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 associated with this contract which list is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom 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 in the Disclosure/Warrant attached to this Exhibit.

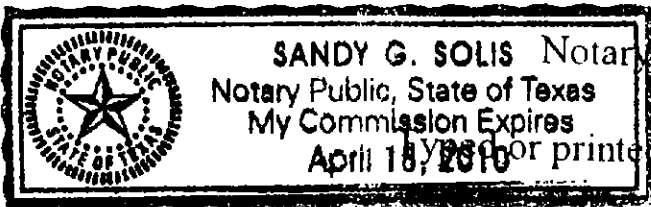
Signature of Affiant

Gretchen S Blackburn

Address

TRAVIS COUNTY ESVP
P.O. Box 1748, Austin, TX 78767

SUBSCRIBED AND SWORN TO before me by Gretchen Blackburn on
December 16, 2008.



Notary Public, State of Texas

Sandy G Solis

My Commission Expires April 18, 2010 or printed name of notary

My commission expires: 4/18/10

DISCLOSURE/WARRANT

STATE OF TEXAS
COUNTY OF TRAVIS

CONTRACT # _____

COUNCIL ("CONTRACTOR"): _____

Contractor acknowledges that Contractor is **doing business** or has done business during the 365 day period immediately prior to the date on which this contract is signed, or will do business during the contract term with the following key persons and warrants that these are **the only such** key persons:

If no one is listed above, Contractor warrants **that Contractor** is not doing business and has not done business during the 365 day period immediately period to **the date** on which this contract is signed with any key person.

If Contractor does business with any **key person during** the contract term, Contractor will so notify County immediately in writing.



KEY CONTRACTING PERSONS LIST

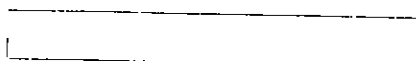


EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
August 6, 2008

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge...	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse).....	Charlyn Daugherty.....	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
Special Assistant to Comm. Court.....	Christian Smith*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning .	Rodney Rhoades*	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec Manager, Health/Human Services.	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney	David Escamilla	
First Assistant County Attorney .	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division .	John Hille	
Attorney, Transactions Division .	Tamara Armstrong	
Attorney, Transactions Division .	Daniel Bradford*	
Attorney, Transactions Division .	Mary Etta Gerhardt	
Attorney, Transactions Division .	Barbara Wilson	
Attorney, Transactions Division .	Jim Connolly	
Attorney, Transactions Division .	Tenley Aldredge	
Attorney, Transactions Division .	Julie Joe	
Attorney, Transactions Division .	Christopher Gilmore*	
Attorney, Transactions Division .	Stacy Wilson	
Attorney, Transactions Division .	Sarah Churchill*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

CURRENT - continued

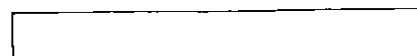
<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV ..	Diana Gonzalez	
Purchasing Agent Assistant IV ..	Lee Perry	
Purchasing Agent Assistant IV ..	Jason Walker	
Purchasing Agent Assistant IV ..	Richard Villareal	
Purchasing Agent Assistant IV ..	Oralia Jones, CPPB	
Purchasing Agent Assistant IV ..	Lori Clyde, CPPB	
Purchasing Agent Assistant IV ..	Scott Wilson*	
Purchasing Agent Assistant IV ..	Jorge Talavera, CPPB	
Purchasing Agent Assistant III...	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III...	Michael Long, CPPB	
Purchasing Agent Assistant III...	Rebecca Gardner	
Purchasing Agent Assistant III...	Rosalinda Garcia	
Purchasing Agent Assistant III...	Loren Breland	
Purchasing Agent Assistant II...	Donald E. Rollack	
Purchasing Agent Assistant II...	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist.	Betty Chapa	
HUB Specialist.	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
TNR		

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant.....	Dan Smith	02/15/09

* - Identifies employees who have been in that position less than a year.

ATTACHMENT B
CONFLICT OF INTEREST QUESTIONNAIRE



GRANT SUMMARY SHEET

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

Department/Division:	Criminal Courts - Drug Court #2430
Contact Person:	Debra Hale
Title:	Court Management Director
Phone Number:	(512) 854-9432

Grant Title:	Drug Diversion Court		
Grant Period:	From:	9/1/2008	To: 8/31/2009
Grantor:	Office of the Governor Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	\$55,878	0	0	0	\$55,878
Operating:	0	\$101,024	0	0	0	\$101,024
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	\$3,139	0	0	0	3,139
Total:	0	\$160,041	0	0	0	\$160,041
FTEs:		1.00	0.00	0.00	0.00	1.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
Applicable Dept. Measures						
# of people assessed for eligibility to participate in the program.	3,017	1,063	1,906	2,733	3,165	3,165
# of new enrollments in the program.	193	48	83	117	151	151
# of participants that have graduated from the program.	100	35	65	89	113	100
Measures For Grant						
Provide intensive case management for African Amercian participants.	50	50	50	50	50	50
Provide intensive case management for dually diagnosed participants.	20	20	20	20	20	25
Provide intensive outpatient treatment services for dually diagnosed participants	5	2	3	4	5	10

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Auditor's Office Contract Approval: Staff Initials: NS

Auditor's Office Comments:

PBO Recommendation:

PBO recommends approval. ~~NS~~

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

The Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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

A County match is not required.

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

Yes, the grant allows a 2% indirect cost reimbursement.

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

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court /SHORT program is not a new program. We are asking to enhance services for two specific target populations.

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

This ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatment services from MHMR (7 funded through this grant and 3 funded through the general fund).



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

February 02, 2009

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
509 W. 11th Street Room 1.300
Austin, Texas 78701

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken C. Nicolas".

Ken C. Nicolas
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SF-09-A10-16043-08
Program Fund: SF-00.421 State Criminal Justice Planning (421) Fund
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Drug Diversion Court
Grant Period: 09/01/2008 - 08/31/2009
Liquidation Date: 11/29/2009
Date Awarded: 02/02/2009
CJD Grant Manager: Raoul Rivera

CJD Award Amount:	\$160,041.00
Grantee Cash Match:	\$0.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$160,041.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

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State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Angie Martin, Director of Programs and Grant Administration
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: February 02, 2009

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://:cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports will be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

- April 22 (January-March quarter)
- July 22 (April-June quarter)
- October 22 (July-September quarter)
- January 22 (October-December quarter)

The final Financial Status Report should be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or a state warrant.

Generated Program Income – Any income generated as a direct result of the grant activities should be reported to CJD through the Financial Status Report and grant adjustment processes. Program income should be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award should be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment -- Equipment purchased with grant funds should be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond -- Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications -- Grantees should immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees shall notify the local prosecutor's office of any possible criminal violations. Grantees should immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness -- Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting -- Grantees will submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring -- Grantees should readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee should make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements -- Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/divisions/stategrants/guidelines>. Grantees should submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting -- Awarded funds should be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil and/or criminal penalties. Please contact us if you have any questions about supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees should follow their established policy and best practices for procuring goods and/or services with grant funds. Contracts should be routinely monitored for delivery of services and/or goods. When a contractual or equipment procurement is in excess of \$100,000, grantees will submit a Procurement Questionnaire <http://www.governor.state.tx.us/divisions/cjd/formsapps/view> to CJD for approval prior to procurement.

Travel – Grantees should follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee will use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD should comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees should take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

Travis County Resolution FY09 Drug Diversion Court Grant

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Drug Diversion Court be operated during FY09; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves acceptance of the grant award for the Drug Diversion Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

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

Grant Number: SF-09-A10-16043-08

GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts (22/10)
Contact Person/Title:	Judge Darlene Byrne, 126 th District Court
Phone Number:	512/854-9313

Grant Title:	Drug Court (State) Program		
Grant Period:	From: 9/1/2008	To: 8/31/2009	
Grantor:	Office of the Governor's Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		60,951				60,951
Operating:		37,549				37,549
Capital Equipment:						0
Indirect Costs:						0
Total:	0	98,500	0	0	0	98,500
FTEs:		1.00				1.00

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

Performance Measures Applicable Depart. Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Number of eligible individuals participating in the family drug court program.	20 families					30 families
Number of eligible individuals participating in the family drug court program.	17/85%					25/85%

Measures For Grant						
Number of eligible individuals participating in the family drug court program.	20 families					30 families
Outcome Impact Description						
Number and percentage of participants successfully graduating from the family drug court program.	17/85%					25/85%
Outcome Impact Description						
Percentage of participants who re-enter the child protections system (CPS) while participating in the family drug court programs (e.g., new referral to CPS).	15%					15%
Percentage of participants who have a new substantiated child protection case (CPS) following participation in the family drug court program.	15%					15%
Outcome Impact Description						

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PBO Recommendation:

PBO recommends approval. *X*

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

The Civil Courts plan to continue its Family Drug Treatment Court program for child welfare involving substance abusing parents. Financial resources secured through this grant will fund the continued employment of the Drug Court Coordinator. In addition, requested funding will support the cost of the contractual services for participants such as substance abuse treatment, counseling and wraparound services.

The implementation of the Travis County Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. The purpose of the court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. Through intensive services, monitoring, and the case work, the Family Drug Treatment Court will ensure that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to the Federal and State government as well as private foundations. The use of county funds are not anticipated 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.

There is no match requirement associated with this grant.

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

Not applicable.

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

Assuming program effectiveness, the Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will use existing funds, staff, and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the county will have the opportunity to consider investment in the staff positions and the program in areas of the Civil Courts.

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

This program will not establish a separate court but rather a sub-court within the main Civil Courts system. The Civil Courts have incorporated this program into the process currently established and one of the judges who currently hears these cases presides over this drug court. The programming provides treatment planning, substance abuse screening, improved case management, etc.

The Family Drug Treatment Court is a model that effectively and efficiently processes abuse and neglect cases for both parents and children. It provides parents with the necessary skills to become effective parents, while providing for a safe and stable home environment and, ultimately, provide these children with a better opportunity of becoming productive members of society.

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 implementation of the Travis County Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Civil Judges developed and implemented a Family Drug Treatment Court.

The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact is recognized in improved reunification, family organization, and cohesion.

To successfully evaluate the performance of the drug court program, the court will document and implement the development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. It is proposed that the Drug Court Coordinator (granted funded position) will oversee the plan for collection, management, analysis, interpretation, and reporting as required.

RECEIVED
COMMUNICATIONS SECTION
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STATE OF TEXAS
OFFICE OF THE GOVERNOR

Rick Perry
Governor

February 2, 2009

The Honorable Samuel Biscoe
Travis County
Post Office Box 1748
Austin, Texas 78767

Dear Judge Biscoe:

I am pleased to announce a grant award for **\$98,500.00** to your organization for the following project:
Family Drug Treatment Court.

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. **CJD-funded** programs promote help and healing for crime victims, provide safe places and **positive role models** for young Texans, enforce laws that protect citizens and expand training opportunities for **Texas** criminal justice professionals. Your project contributes to these efforts.

Instructions for activating your grant online at <https://ejdonline.governor.state.tx.us> should have come to you already by email. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions.

Sincerely,

Rick Perry
Governor

RP:eb
1974702

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**Travis County Resolution
FY 2009 Family Drug Treatment Court Grant**

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Family Drug Treatment Court be operated during FY 2009; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves submission of the grant application for the Family Drug Treatment Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

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

Grant Application Number: 1974702

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Counseling & Education Services
Contact Person/Title:	Caryl Colburn, Counseling & Education Services Director
Phone Number:	854-4618

Grant Title:	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program		
Grant Period:	From:	10/1/2008	To: 9/30/2010
Grantor:	Office on Violence Against Women (OVW) Safe Havens		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	County Match	In-Kind	TOTAL
Personnel:	134,110				134,110
Operating:	65,890				65,890
Capital Equipment:					0
Indirect Costs:					0
Total:	200,000	0	0	0	200,000
FTEs:	0.75				0.75

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

Performance Measures Applicable Depart. Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Facilitate focus groups with victims of domestic violence, both adults and children, DV service providers, and court-related personnel to identify barriers to accessing visitation services, and implement solutions to those specific barriers	2	0				3

<p>Creation of Community Assessment Report to:</p> <ul style="list-style-type: none"> ☐ Assess current court ordered processes for visitation services ☐ Identify and resolve systematic challenges and barriers facing victims of domestic violence, sexual assault, child abuse, and stalking ☐ Outlines best practices for visitation services in our community ☐ Increase cultural competency of Kids Exchange programs ☐ Identify opportunities to increase communication between local service providers and the courts ☐ Develop a Referral System 	<p>Completed by end of FY09</p>						N/A	
<p># of Collaboration Team meetings & Advisory Committee meetings to develop the Safe Havens Program</p>	<p>12</p>							12
<p>Measures For Grant</p>								
<p>Develop operating policies and procedures that are consistent with the Guiding Principles of the Supervised Visitation Program, as well as satisfying specific local concerns</p>	<p>Complete by August 1, 2009</p>							N/A
<p>Outcome Impact Description</p>								
<p>% of all victims surveyed stating that they need to feel safer and more supported during supervised visitations and exchanges in Travis Co.</p>	<p>80%</p>							N/A
<p>Outcome Impact Description</p>								

% of all Referral Sources for supervised visitation and safe exchange stating that there is a need for increased communication with providers and a better referral system	75%					N/A
Outcome Impact Description						

PBO Recommendation:

PBO recommends approval of this grant contract amendment. Please see attached memo for details.

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

Travis County has been awarded a grant for \$200,000, over a period of two years, from the U. S. Department of Justice Office of Violence Against Women Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The purpose of the grant is to plan supervised visitation and safe exchange of children by and between parents in situations involving domestic violence while also protecting children and adult victims from further trauma or violence.

The Kids Exchange program has been providing this service in Travis County since 1985. In 2005 Kids Exchange merged with the Youth and Family Alliance, Inc. dba LifeWorks. However, LifeWorks as of 9/30/08, no longer provides Kids Exchange services. Therefore, Travis County will utilize the two year planning grant to create the Safe Havens Advisory Committee and create a plan that will develop capacity for visitation services specifically for family violence cases and allow for competent, culturally sensitive services for this population. In the interim, the Travis County Domestic Relations Office has developed private, individual providers and is using its budget appropriations to purchases visitation services.

The Safe Havens: Supervised Visitation and Safe Exchange Program is a two year planning cooperative agreement that will enable Travis County to assemble a coordinated community response to the need for a safe supervised visitation and safe exchange program. This plan will specifically respond to the particular needs of families experiencing domestic & dating violence, child abuse, sexual assault and stalking.

This focus on family violence fits in well with the current activities of the Counseling & Education Services department which provides family violence assessments for the Travis County Courts at Law and is an active member of the Austin/Travis County Family Violence Task Force. If this grant is awarded it will increase community collaboration through the creation of a Memorandum of Understanding (MOU) with relevant community partners and an Advisory Committee to plan and develop effective responses to violence against women. The MOU and Advisory Committee will include membership from: The Travis County Attorney's Office, Travis County Counseling and Education Services, Travis County Sheriff's Office, SafePlace, Domestic Relations Office, Austin Police Department Victim Services, Travis County Adult Probation, Travis County District Attorney's Office, Precinct 5 Constable's Office, Family Court Judges, Office of the Attorney General Child Support Division, Austin Bar Association Family Law Section, Center for Child Protection and other community agencies that provide services to victims of family violence.

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

The grant award is \$200,000 over a two-year period. There are no County funding requirements.

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

There is no financial match required of Travis County.

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

There is no indirect cost allocation required of Travis County.

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.

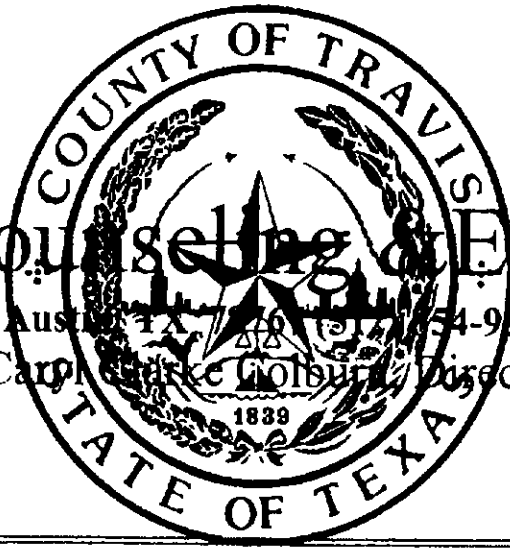
A safe supervised visitation and exchange program will exist regardless of the discontinuance of grant funding. The future funding mechanism will be determined as part of the planning and development and will most likely involve (1) requesting additional funding, and not (2) using departmental resources.

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

The County is already involved in contracting with providers who offer the service of supervised visitation and exchange. The grant will enable Travis County to plan and develop enhanced services in light of LifeWorks no longer administrating Kids Exchange. The plan will strengthen services to respond to the particular needs of families experiencing domestic violence.

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 fits in well with the Mission of the Counseling & Education Services (CES) department. Promoting public safety is one of the critical elements of our mission, as well as, working to decrease the amount of family violence in Travis County by providing comprehensive assessment recommendations for appropriate intervention. CES will have increased performance measures in the development of programs aimed at decreasing domestic violence in Travis County.




Travis County Counseling & Education Services

P.O. Box 1748, Austin, TX 78768-1748; Phone 854-9540; Fax 854-9146
Caryl Colburn, Director

MEMORANDUM

TO: RODNEY RHOADES, PLANNING & BUDGET EXECUTIVE MANAGER
KATIE PETERSEN, PLANNING AND BUDGET ANALYST, PBO

FROM: CARYL COLBURN, CES DIRECTOR

THROUGH: ROGER JEFFERIES, JUSTICE AND PUBLIC SAFETY EXECUTIVE MANAGER 

SUBJECT: SECOND REVISION OF OVW SAFE HAVENS GRANT BUDGET

DATE: FEBRUARY 02, 2009

CC: DEDE BELL, FINANCIAL ANALYST, AUDITORS OFFICE
LUANE SHULL, COMPENSATION MANAGER, HRMD
REGENA DORVAL, HRMD ANALYST, HRMD

In order for CES to hire a temporary Office Specialist, Sr. and a Program Manager to manage the Safe Havens: Supervised Visitation and Exchange Grant, which the Travis County Commissioners Court approved on 11/04/08, CES is requesting the grant budget be adjusted to reflect \$134,110 in Personnel and \$65,890 in Operating. The total amount of the award for \$200,000 from the Department of Justice, Office on Violence Against Women (OVW) will remain the same (Please see Attachment A). It was determined, with input from the OVW Federal Program Specialist, to hire staff and not contract, as was initially planned. If this request is approved, it will allow an FTE and slot numbers to be created and HRMD to post the positions. Also, the narrative has been up-dated to describe the grant as a planning grant only and the first performance measure for focus groups has been changed, which now reflects 2 being completed in FY09 and 3 in FY10, instead of 5 in FY09. This is due to the fact that Travis County will not receive any funding to provide these groups until the final budget has been approved by OVW.

The Grant Summary Sheet has been revised to reflect the fund adjustment, the .75 FTE, and the first performance measure on focus groups (Please see Attachment B). The Auditors Office has certified the \$200,000 as revenue in line item 651-4010-324-1010. CES has been working with HRMD on the grant positions and the Program Manager is a .5 FTE project worker at 20 hrs/week for 2 years. The Office Specialist, Sr. is a .25 FTE project worker at 10 hrs/week for 2 years. The revised budget and Grant Summary Sheet are being submitted to the Commissioners Court for approval before being sent for approval to the OVW. Thank you.

Attachment A

Budget for Safe Havens	
24 Month Period	
10/1/2008 to 9/30/2010	
<p>Since 1985, Kids Exchange in Travis County has provided safe exchange & visitation services to the Courts. In 2005, Kids Exchange merged with The Youth and Family Alliance Inc., dba LifeWorks. LifeWorks recently announced that as of 9/30/08 LifeWorks will no longer offer Kids Exchange services. Therefore, Travis County will utilize the two year Safe Havens Grant planning grant to assemble a coordinated community response to create a plan that will build upon the success and challenges of the previous center. A major challenge is the rapid demographic changes in the community, especially the growing Spanish speaking immigrant population. The Travis County District Courts have been challenged to seek options for supervised visitation and safe exchange that can meet the needs of their expanding and increasingly diverse case loads. The Safe Havens cooperative agreement will allow Travis County to establish a Safe Havens Advisory Committee and work collaboratively with all partners involved in supervision and visitation exchanges to create a plan to meet the needs of the community.</p>	
	OVW
A. Personnel:	
1) Program Manager @ \$ 47.76 /hour x up to 20 hours per week x 24 mos. =	\$99,341
<p>Narrative: The Program Manager will be managing the Travis County Safe Havens Collaboration – They will be responsible for organizing the Advisory Committee meetings, facilitation of each meeting and follow up to implement decisions and directives x 24 months. Oversight of OVW due dates for reports, travel registration, etc. The Program Manager will also create and implement a community needs assessment and report that assesses the current court ordered process for visitation and exchange services, reviews systemic challenges and barriers that prevent victims of domestic violence from accessing services, outlines best practices and provides recommendations for serving this population in this community. The Program Manager will also distribute the community needs report to grantor, as well as, other stakeholders.</p>	
<p>Additional responsibilities will be facilitating focus groups with victims of domestic violence, service providers, court related personnel and ensuring the creation of visitation center protocols, policies, procedures and safety guidelines.</p>	
2) Office Specialist Sr., @ \$13.25/hour x up to 10 hours per week x 24 mos. =	\$ 13,780
<p>Narrative: An Office Specialist, Sr. will be hired on a part time basis and will be responsible for administrative duties such as preparing agendas, taking and distributing minutes for the Advisory Committee meetings, helping the Program Coordinator to prepare the community needs assessment and focus groups and other administrative duties related to the Collaboration. They will also provide support to the Travis County Safe Havens Collaboration Program Director, Accounting Staff and Criminal Justice Planning staff for analysis and evaluation.</p>	
Breakdown for Temporary Personnel Fringe Benefits @ 18.55%	
Program Manager – FICA OASDI: \$ 6,159	
Retirement: \$ 10,639	
Workers Comp: \$ 194	
FICA Medicare: \$ 1,440	
Office Specialist, Sr - FICA OASDI: \$ 854	
Retirement: \$ 1,476	
Workers Comp: \$ 27	
FICA Medicare: \$ 200	
Fringe Total: \$20,989	\$20,989
Personnel Total:	\$134,110
B. Annual Full Time Equivalents:	
Program Manager = 20 hours per week	.50 FTE
Office Specialist, Sr. = 10 hours per week	.25 FTE

Attachment A

Total Full Time Equivalentents = 30 hours per week	.75 FTE
C. Travel: Required/Allowed OVW Travel and Training	
Airfare (\$550/trip x 6 trips x 6 people)	\$19,800
Hotel (209/night x 18 nights x 6 people)	\$ 22,572
Per Diem \$48 1st and last day x18 days x 6 people plus \$64 x 6 days x 6 people	\$ 5,760
Ground Transportation (6 trips @ \$50/person x 6 persons)	\$ 1,868
Travel Total:	\$ 50,000
Narrative: Travel costs are associated with technical assistance and capacity-building activities sponsored by OVW-designated technical assistance providers. These funds support travel costs of partners of the Travis County Safe Havens Collaboration and key staff members.	
D. Equipment:	
Two laptop computers @ \$1,600 each	\$ 3,200
Two Software Packages @ \$500 each	\$ 1,000
Two Air Cards (Internet) @ \$588 each	\$ 1,176
Equipment Total:	\$ 5,376
Narrative: The computers will be used by the Program Manager and the Office Specialist, Sr. They will be used to plan and record the results of the community needs assessment, focus groups and maintain Advisory Committee records.	
E. Supplies:	
Routine office supplies @ \$25 x 24 months	\$ 600
Food & beverages for Advisory Committee meetings, i.e. water, soft drinks, cheese, crackers, cookies @ \$50 per month x 24months	\$1,200
Family violence educational materials for staff and project partners, i.e. materials on basics of Travis County Safe Havens grant (goals & objectives), information on family violence dynamics and supervised visitation and exchange center protocols @ \$5 per set x 50 sets	\$ 250
Supplies Total:	\$2,050
Narrative: Training materials for project partners will also be developed and produced. Food and beverages will be purchased at a reasonable cost for the Advisory Committee meetings where each agenda will consist of furthering the plan for the county's exchange and supervision program.	
F. Construction: N/A	
G. Consultants/Contracts:	
SafePlace Domestic Violence Trainer - \$450 per day x four training sessions	\$1,800
Consultants/Contracts Total:	\$1,800
Narrative: SafePlace will develop trainings on issues related to domestic violence for the project partners.	
H. Other:	
Assimilation and distribution of Community Needs Assessment report, i.e. printing, binding, mailing @ \$4.43 per report X 150	\$ 664

Attachment A

Supplies for implementation of 5 focus groups, 50 participants per group. Outreach to participants: mailing (\$25), flyers (\$25), posters (\$100), incentives (\$5 x 50 participants = \$250 x 5 focus groups = \$2,000) Transportation (bus passes for participants - \$5 x 20 = \$100 x 5 groups = \$500) Lease space per group (\$500 for 3 hours time x 5 groups = \$2,500) Supplies to facilitate information gathering (\$50 x 5 = \$250), snacks (\$200/ focus group x 5 focus groups = \$1,000)	\$2,000 \$ 500 \$2,500 \$ 1,000
Other Total:	\$6,664
Narrative: During this planning project, a community needs assessment will be conducted in order to provide an evaluation of the current safe exchange options, best practices and recommendations for Travis County. Focus groups and community meetings will be held to help identifying the systemic barriers and challenges for victims of domestic violence who are in need of safe visitation and exchange programs. In order to make these successful, there will need to be outreach, materials, food, and rooms secured, plus incentives for the participants, all of which have costs that will be incurred. The community needs assessment will provide an evaluation of the current safe exchange options, best practices and recommendations for Travis County.	
Total Direct Costs:	\$200,000
I. Indirect: N/A	
Grant Total:	\$200,000

GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts
Contact Person:	Darlene Byrne/Peg Liedtke
Title:	Judge, 126th Judicial District Court/Director, Civil Courts
Phone Number:	(512) 854-9313 or (512) 854-9364

Grant Title:	Drug Court Program		
Grant Period:	From:	09/01/07	To: 8/31/08
Grantor:	Office of the Governor's Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	21,769.35					21,769.35
Operating:	39,313.19					39,313.19
Capital Equipment:	4,583.42					4,583.42
Indirect Costs:						
Total:	65,665.96	0	0		0	65,665.96
FTEs:	1					1

Performance Measures	Projected FY 07 Measure	Progress To Date:				Projected FY 08 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families
Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Measures For Grant						

Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families
Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Percentage of participants who reenter the child protection system (CPS) while participating in the family drug court program (e.g. new referral to CPS).	N/A	N/A	N/A	N/A	N/A	15%
Percentage of participants who have a new substantiated child protection case following participation in the family drug court program.	N/A	N/A	N/A	N/A	N/A	15%

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

PBO Recommendation:

PBO concurs. *A*

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

The implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. With this interest, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. Through intensive services, monitoring, and case work, the FDTC will ensure that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to the Federal and State government, as well as private foundations.

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

There is no match requirement associated with this grant.

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

Indirect costs have not been calculated.

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.

Assuming program effectiveness, the Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff, and County resources to sustain this project. The Civil Courts intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequent, the County will have the opportunity to consider investment in the staff positions and the program as well as areas of the Civil Courts.

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

The proposed program will not establish a **separate court**, but rather a mini court within the main court process. The Civil Courts will incorporate it into the process currently established and one of the judges who currently hears these cases will **preside** over this court. The proposed programming will provide treatment planning, **substance abuse screening**, improved case management, etc.

The FDTC is a model that **effectively and efficiently processes** abuse and neglect cases for both parents and children. It provides parents with the **necessary skills** to become effective parents, while providing for a safe and stable home environment and, ultimately, provide these children with a better opportunity of becoming **productive members** of society.

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 implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a **great need** for child abuse and neglect prevention programs that target substance abusing parents. In response, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is *to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers*. The impact will be recognized in improved service delivery, a decrease in parental **substance abuse**, and an increase in rate of family reunification, family organization, and cohesion.


To successfully evaluate the performance of the Travis County Family Drug Treatment Court Program, the court will document the **implementation and development** of the program using a comprehensive process and outcome evaluation **design**. The design will be used to assess the effectiveness of the program. It is proposed that the Court Coordinator (*grant funded*) will oversee the plan for collection, management, analysis, interpretation, and reporting as required. Resources to support a full scale evaluation of court will later be researched and pursued.



Office of the District Judges
Norman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767
(512) 854 9300

TO: Jessica Rio, Assistant Budget Manager

FROM:


Peg Luedtke, Civil Courts Director

DATE: February 5, 2009

RE: Contract Modification Request - Grant #2087301

Please consider a *Contract Modification Request* for the Fiscal Year 2008 Family Drug Treatment Court Grant (#2087301). This de-obligation of funds in the amount of \$18,753.79 was requested by the grantor, the Criminal Justice Division (CJD) of the Governor's Office.

The grant period was from September 1, 2007 through August 31, 2008, however, the grant was not awarded by the Governor's Office until November 2007. Since this was a new program, the Drug Court Coordinator position was posted in December 2007 and was hired, after giving two weeks notice to her prior employer, on January 16, 2008. This caused a delay in spending (from September 1 to January 16).

During the month of July 2008, the Governor's Office changed the funding source from state to federal funds for the Civil Courts Family Drug Treatment Court. This caused an additional one-month delay that resulted in a balance of \$18,753.79 that now needs de-obligated to close out the CJD grant for FY 2008. Thank you for your consideration.



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

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

February 12, 2009

To: Members of the Commissioners Court

Re: FY 10 Budget Guidelines

Enclosed you will find the revised FY 10 Budget Guidelines that provide a framework for the upcoming Budget Process. These budget guidelines were discussed with the Commissioners Court at the Work Session on February 12th and are submitted now for formal action on Tuesday, February 17th.

At this time, we are focusing on three objectives in preparing our recommendations, given our current economic conditions and forecast:

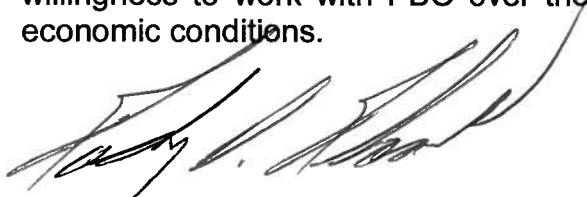
1. Minimizing the impact on service-level reductions provided to our citizens;
2. Seeking out efficiencies in existing County programs to maximize existing resources; and
3. Continuing the investment in our existing human capital through the avoidance of layoffs and maintaining compensation funding if possible.

The FY 10 Budget Guidelines, which establish the basic policies, strategies and procedures for departments and the Planning and Budget Office to pursue between now and September. These Guidelines will be used to formulate the FY 10 Budget Manual and used by departments in preparation of their budget submissions. It is my hope that we can send a message that it is critical for the County to work together to hold the line in 2010 because 2011 may bring greater challenges.

Given all available current information, departments will be asked to supplement their budget submission with a list of proposed programmatic cuts in the event that up to 5% of their Target Budget will be unable to be funded, along with the implications of such cuts. Departments will be asked to carefully consider and prioritize their proposals since these reductions will be reviewed not only for FY 10 but revisited in FY 11 should our financial environment continue to worsen. Other substantive changes include the requirement that departments internally fund any career ladder increases as well as

maintenance of current effort or program increases. These changes are highlighted in the Budget Guidelines for easy identification.

We have come up with some very creative ideas related to encouraging departments to save in 2009, and we will be exploring these opportunities in the coming months. I look forward to working with all departments throughout this process to identify efficiencies and additional revenue generating ideas. I appreciate departments' consideration and willingness to work with PBO over the next two years to deal with these challenging economic conditions.

A handwritten signature in black ink, appearing to read "Rodney Rhoades", written in a cursive style.

Rodney Rhoades
Executive Manager, Planning and Budget

CC: All elected and appointed officials and their fiscal staffs, PBO staff

FY 10 Budget Guidelines

A. Introduction

The Commissioners Court supports its overall policy, mission and goals through the annual budget process. This document serves to provide the building blocks for the upcoming budget process. Against the backdrop of current economic conditions facing the community, the FY 10 budget process will be approached in a careful manner, while maintaining the County's flexibility in the light of changing economic indicators.

The Commissioners Court continues its historical commitment to a wide variety of County services and programs. This includes maintaining its infrastructure (roads, facilities, parks, and technology), providing appropriate law enforcement and justice support to County residents, addressing various social ills (such as child abuse, truancy, domestic violence, and poverty), continuing to support efficiencies in general government services, and helping to ensure that emergency functions are funded (medical, fire and public safety).

Economic forecasts indicate that Texas may remain in a recession through calendar year 2009 and possibly into calendar year 2010. This situation will require more challenging measures during the FY 10 and FY 11 budget processes than have been necessary in recent years in order to balance the budget.

B. Background Information and Economic Summary and Forecast

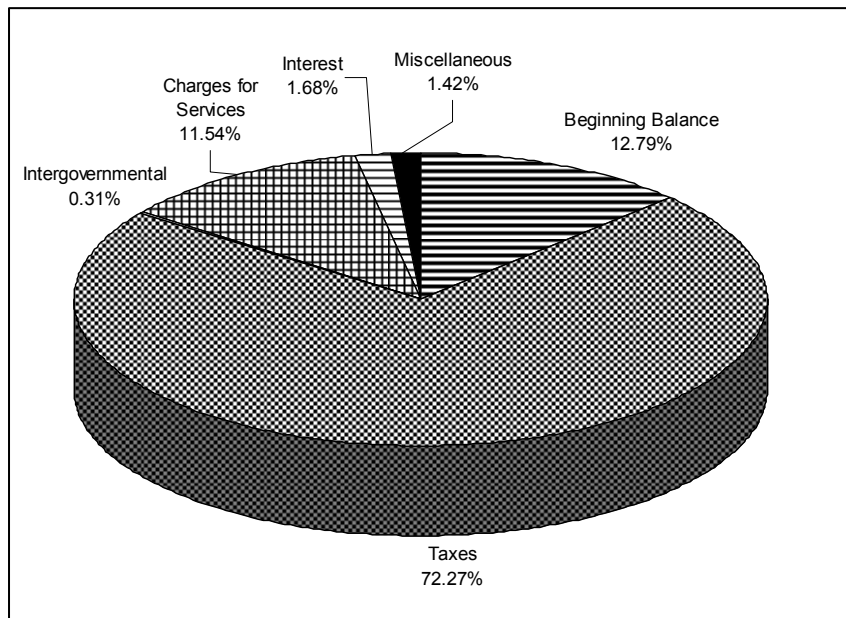
Travis County's preparations for the upcoming budget cycle are made in the context of national and regional economic indicators balanced against Travis County's desire to responsibly carry out its missions and goals in FY 10 and beyond. There are many private and governmental organizations currently preparing for decreased revenue in the near future. Recently, the Comptroller for the State of Texas announced a \$9 billion decrease in projected revenue for the next biennium. In addition, other urban counties such as Bexar and Dallas counties as well as the City of Austin have projected significant revenue shortfalls. Travis County will not be immune to current economic conditions.

As stated in the FY 09 Adopted Budget, the total taxable value for all Travis County property increased from \$85.10 billion in the FY 08 Adopted Budget to \$95.27 billion for FY 09. In addition, the new property value totaled \$3.9 billion compared to new property value of \$3.26 billion in FY 08. However, new property

values are expected to drop substantially in FY 10 and further drop in FY 11. These projected decreases are important because under the effective tax rate calculation, only new property values result in additional tax revenue at the effective tax rate.

Since Travis County receives over 70% of its revenue from property taxes, any changes to property values and/or new construction impacts the resources available for the annual budget process.

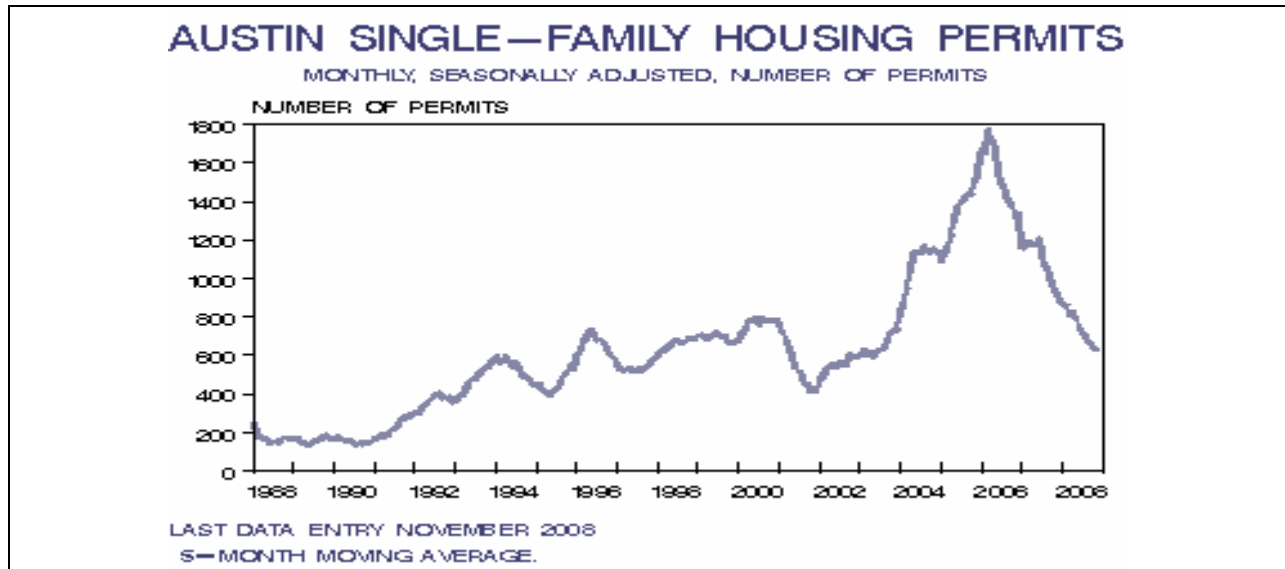
Percentage of Travis County Revenue by Source – FY 09



Fortunately, the County began preparations to weather uncertain economic conditions in FY 09 through the use of additional resources reserved in the Allocated and CAR Reserves as well as the continued practice of using on-going revenue for on-going expenditures. Therefore, while current projections indicate that FY 10 may include a variety of budgetary challenges, these challenges are expected to be manageable provided that departments work together in the upcoming year. Nevertheless, FY 11 is expected to provide a much more challenging environment as it is anticipated that the new construction started in prior years will have been completed and that a significantly lower amount of new construction will have started in FY 09 and FY 10, which provides the basis for FY 11 new revenue.

According to the Federal Reserve Bank of Dallas (FRB Dallas), while the Texas economy has been stronger than the overall U.S. economy, the regional economy has begun to show definite signs of weakening. More specifically, FRB

Dallas indicates that while Texas' housing inventories and foreclosures are healthier when compared to the rest of the nation, there are signs of weakness. The following graph demonstrates the recent decrease in single-family housing permit activity as an indicator of the slowing down in the residential home construction market in the greater Austin area.



<http://dallasfed.org/data/data/aus1.htm>

Austin single-family housing permits peaked in 2006 and sharply decreased after that point. At the high end, there were a total of 2,063 permits (January of 2006). The most recent figure available indicates 559 permits (November of 2008) issued; this represents a 73% drop.

Property Tax Impact on Homestead Owners

	Current FY 09	Projected FY 10	Difference	
			\$	%
Average Homestead Value	\$282,894	\$282,151 (est.)	-\$743	-0.26%
Average Taxable Value After All Exemptions	\$211,388	\$211,251 (est.)	-\$137	-0.06%
Adopted/Effective Tax Rate	\$.4122	\$.4140	\$.0018	+0.44%
Impact on Average Homestead at the Effective Tax Rate (after all exemption)	\$871.34	\$874.58	\$3.24	+0.37%

The average individual homestead value is projected to decrease from \$282,894 to \$282,151 in FY 10. It is projected that the average homestead value will continue to decline for FY 11.

Given the economic information provided, the Commissioners Court is establishing the FY 10 Budget Process Guidelines and urges Elected and Appointed Officials to work together and with PBO to begin preparing their FY 10 budget plans and reduction proposals. Below are some key elements of these guidelines.

C. The Tax Rate for the FY 10 Preliminary Budget

The Court's adopted goal has been for the tax rate in the Preliminary Budget to be "at or near" the Effective Tax Rate". A tax rate up to 3% of the Effective Tax Rate should be considered "near" for the purpose of the FY 10 Preliminary Budget.

D. Budget Submissions

Departments are required to submit their budgets at the Target Budget Level. This Target Budget Level represents the department's FY 09 Adopted Budget plus the annualized impact of any FY 09 increases less any one-time expenses and other reductions related to (a) the STAR Flight Business Plan, (b) Fuel, (c) Sheriff's Office Corrections Division related to reduced average daily population. Due to the current economic uncertainties, departments are also asked to supplement their budget submission with a list of proposed programmatic cuts in the event that up to 5% of their Target Budget will be unable to be funded, along with explanations of the implications of such cuts. The Commissioners Court wishes to avoid across-the-board cuts and believes that the use of departmental reduction proposals provides a more strategic approach. Departments are urged to collaborate with the Planning and Budget Office (PBO) from February through April 2009 to identify such opportunities for savings. Budget submissions are due in on April 27, 2009.

Given the unknowns regarding the length of the current downturn, all reductions should be able to be implemented for at least three years and should include a clear understanding of the proposal's impact on the program's performance measures. Departments are asked to concentrate on identifying potential proposals for programs that have service levels above any minimum required by law and should avoid any proposal that would not allow the County to meet a statute or mandated requirement. Reduction proposals should differentiate between those services that are statutorily mandated and those that are not. This approach should also highlight those services that may be mandated but for which the quality or level of service is not required by law. In addition,

departments are encouraged to identify those activities that are the most essential, to help focus on functions or services that are more likely candidates for reduction. It should be noted that this strategy of identifying reductions along with the implications of such reductions is not only intended to help the County through its budget challenges in FY 10 but also to assist in dealing with similar or greater challenges expected in FY 11.

Departmental reduction proposals should be submitted in priority order in the event that an amount different than 5% is needed to balance the budget. While these cuts may or may not be needed in FY 10, departments should carefully consider their proposals since the reductions will be revisited and may be implemented in FY 11 should current assumptions on the FY 11 financial environment hold true. In the event a department is unable or unprepared to identify and prioritize a 5% cut to their FY 10 Budget Target, then PBO is directed to make such proposals, and provide departmental observations to the Commissioners Court on the impact of those savings in the PBO budget write-ups.

E. Compensation & Benefits

The Commissioners Court is committed to the County's most valuable resource, its workers. Each year, the Commissioners Court determines whether there are resources to fund a variety of employee pay adjustments. Since FY 97, there have been only two years when no compensation increases were available and one year when 1.5% was available. Every other year, at least a 3% compensation increase has been funded. In FY 09, resources were available for a 3% Cost of Living Adjustment (COLA) for all rank and file employees, with a guaranteed minimum increase of \$900. The Peace Officer Pay Scale (POPS) has been stabilized through at least FY 10 for staff in the Travis County Sheriff's Office (TCSO) due to actions that were taken as part of the FY 08 Adopted Budget. In FY 09, the Commissioners Court made the policy decision to establish internal equity relationships between law enforcement job classifications within Travis County Sheriff's Office (TCSO) and Non-TCSO POPS employees in Constables' Offices, District and County Attorney's Offices, Juvenile Public Defender, and TNR. The full year cost led to an average 13.3% increase over the FY 08 non-TCSO POPS payroll. Due to all the recent increases and changes to POPS, there should be no expectation of POPS increases in the FY 10 budget (beyond any approved step increases).

Current FY 10 projected revenues do not provide any resources for increased compensation. This includes increases for rank and file employees, POPS step increases, retiree Cost of Living Adjustments (COLA) and any market salary surveys.

An employee public hearing in June will provide employees and employee groups an opportunity to comment specifically on FY 10 compensation and benefit funding proposals.

Career ladder

In recent years, departments have received additional funds for rank and file career ladder increases. While these funds have been added to departmental budgets, they have not been equally reduced from department's target budgets when a career ladder employee left the department's employment. Beginning in FY 10, departments will have the opportunity to redirect savings from career ladder vacancies, other permanent salary savings and any other resources within their target budget to internally fund departmental career ladder increases.

Benefits

While health benefits have been stable in the last three years, it is projected that there likely will be some increase in FY 10. It is assumed that any increase will be shared between the County, employees, and retirees. Additional resources for potential increases for the County have been included for planning purposes and may need to be changed once additional information from the actuary is presented in the spring. In addition, the size of the Allocated Reserve of the Employee Health Benefit Fund has been reduced through planned actions over the last several years. PBO will continue to work with Human Resources Management Department and the County Auditor's Office to budget the appropriate reserve for the fund. The reserves in this fund are moving toward being right-sized and it is unclear if any one-time surplus within the fund could be redirected for FY 10 needs.

Elected Officials' Salaries

The Citizens Advisory Committee on Elected Officials' Salaries reviewed the full complement of elected officials' salaries for FY 08. This Committee typically has made such recommendations on an annual basis. However, such a review was not completed for FY 09. Given the limited availability of resources, the Citizens Advisory Committee will not be asked to make a full review of every elected official's salary during the FY 10 budget process. Instead, elected officials' salary increases will be matched to rank and file increases for FY 10 as they were in FY 09.

F. Meeting MCE & New Needs Without New Resources

Departments will need to reprioritize within their existing resources to fund any Maintenance of Current Effort (MCE) or new needs. If a department believes it needs one or more additional positions, it will have the flexibility to create an

additional FTE (excluding new programmatic enhancements) if the department can find the permanent resources internally. However, these situations should be minimized. Those departments that are a part of a larger family of departments (such as in Administrative Operations or Health and Human Services) should consult with their Executive Manager since the basic budget control rests at that organizational level. Departments should expect to accommodate workload or other MCE increases internally. The requirement to fund any new contractual or statutory obligations and other expenses related to maintaining a department's current efforts take priority over any program enhancements or expansions and should also be funded internally. Departments are urged to focus on efficiencies, increased productivity, and simplification in FY 10 rather than on budget requests for increased resources.

PBO will not be authorized to recommend any new FTE's in the Preliminary Budget other than those that are (1) internally funded on a permanent basis for existing program needs, (2) supported by new revenue (including the departmental indirect cost rate above direct costs to account for administrative support, space, and associated infrastructure costs), or (3) related to the opening of new facilities (e.g. Building 12 at Del Valle). In addition, PBO will review and make recommendations on the continuation of positions that were funded in the FY 07, FY 08 and FY 09 budgets based on the certification of additional revenue. Should it be found that revenues do not support the cost of the services as previously indicated, PBO may recommend that the programs be eliminated. PBO will work closely with the Auditor's office to ensure revenues are accounted for and validate expenditures before such actions are taken.

G. Priority Program Areas

The Commissioners Court has previously identified three Priority Program areas as the County's main priorities:

- Reducing Adult Jail and Juvenile Detention Populations, with special attention toward inmates with mental illness
- Substance Abuse
- Workforce Development (adult and youth training and new jobs)

However, given the current economic environment, any proposed expansion in these areas is expected to be prioritized and internally funded by departments. PBO expects to make funding recommendations in the Preliminary Budget regarding existing pilot programs. These recommendations will include whether these programs should have continued funding in FY 10 on a permanent or one-time basis or be discontinued.

H. Non-County Requests

As stated previously, economic conditions indicate that there will be fewer resources available for FY 10. In the event a non-County entity wishes to request new funding from the County budget, such a request will need to be coordinated through the County office in charge of the service. The request must be submitted to the relevant County office no later than **March 27** so that it can be incorporated and carefully prioritized by the department based on the merits of the proposal. Given the limited availability of resources, FY 10 proposals should, at a minimum, demonstrate one of the following:

1. The proposal leverages a County investment in order to receive a proportionally larger amount of new outside resources to address a compelling community need.
2. The proposal seeks to restore a loss of community resources that, if left unfunded, would result in a compelling and unsupportable impact to those most in need.

All county departments and offices are asked to advise any related community groups, employee groups, or other governmental or local agencies of the County's budget process, schedule, and likely financial environment for FY 10. Non-County organizations submitting a request during the current economic environment are urged to carefully consider their most critical need and how the request provides the most significant impact to the community.

Please note that the Board of Directors of the County Corporations declared a moratorium on funding any non-County capital requests.

Additional language to consider

Option 1

Any request not submitted within the approved time frame will not be considered.

Option 2

Any request not meeting the deadline above will need to be submitted directly to the Commissioners Court. Please note that the Commissioners Court may be reluctant to consider such proposals.

Option 3

Any request not submitted within the approved time frame will not be considered, unless there is an extraordinary and compelling reason to do so. As an example, the ability to leverage county dollars for a substantially larger amount of outside funding.

I. Non-Tax Revenue

Departments are strongly encouraged to identify reasonable ways to increase non-property tax revenue as another strategy for helping to balance the budget. Departments are specifically encouraged to review all fines and fees, especially those that have not been reviewed in several years, to ensure that they are set at appropriate amounts.

J. Unspent Balances, Salary Savings, and Zero-Based Line Items

PBO is instructed to review the last three years of unspent operating budgets that are reasonable to reduce without substantially affecting service levels. PBO is also instructed to ensure that the budget for salary savings countywide be as realistic and accurate as possible, and aligned with departments' vacancy trends. The purpose of this exercise is to "right-size" budgets, while still meeting service level demands and obligations. Departments will have an opportunity to request the replacement of some or all budget reductions through a specific budget request.

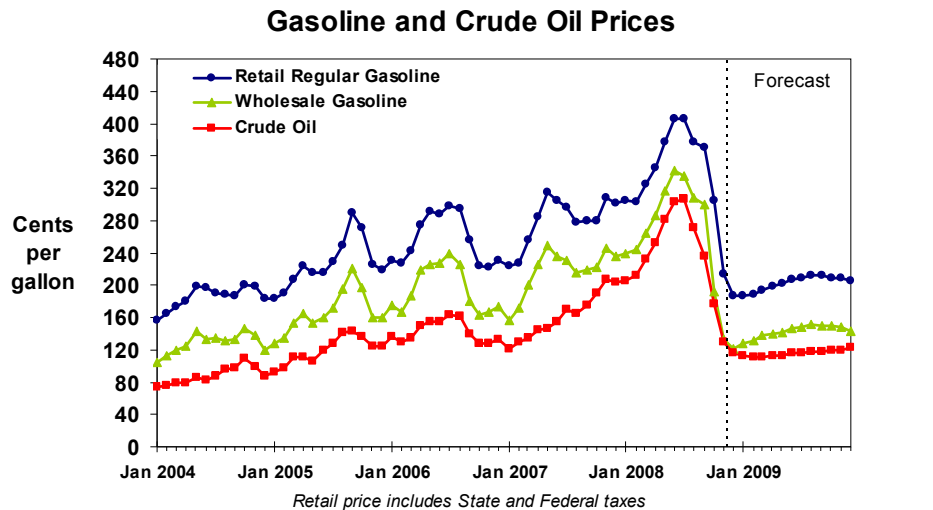
Certain critical line items should be built from the ground-up ("zero-based"), such as leases, maintenance contracts, consulting, and contributions to grants. Other line items to be zero-based may be identified as the budget process matures.

K. Sheriff's Corrections Program

PBO has been directed to adjust the Sheriff's Office Target Budget by \$1,497,000 as a result of a significant reduction in jail population this year. However, PBO is further directed to continue to work with the Sheriff's Office to identify and correct any operational savings in the jail system and to "right size" FTEs and expenses within the context of the jail population change and continuing transition to the new Building 12 at the Travis County Corrections Complex (TCCC) at Del Valle. In addition, the Court and the Sheriff wish to continue the pursuit of opportunities to reduce the number of inmates in custody through speedier processing through the Criminal Courts in collaboration with the Justice System Coordinating Committee.

L. County Fuel & Utilities

Last summer, national retail gasoline prices were projected to average \$3.92 in calendar year 09. However, recent reductions in the price of fuel have changed the projected expenditure outlook for FY 09. Current projections from the Energy Information Administration (EIA) indicate average national retail gasoline prices of \$2.02.



Short-Term Energy Outlook, December 2008



Given projections by the Energy Information Agency as of the summer of 2008, it was projected that an increase of \$1,329,605 to the central fuel budget was needed to stay at the same consumption level as FY 08. The FY 09 Adopted Budget included an increase of \$930,724 to the countywide fuel budget in TNR as well as a Fuel Reserve of \$493,121 (37% of the projected price increase). Even with the additional gallons budgeted in FY 09; TNR's central fuel budget is over funded for FY 09 and is now projected to be over funded for FY 10.

PBO is directed to reduce the Transportation and Natural Resources Department's central fuel budget by \$930,724 and the Emergency Services (STAR Flight) fuel budget by \$127,877. The Commissioners Court encourages departments with vehicles to continue to conserve fuel and is committed to the reduction of the County's dependence on this volatile resource.

Austin Energy has announced that its fuel charge of 3.65 cents per kilowatt-hour (kWh) will not increase for 2009. However, several buildings that were expected to come on-line mid-year in FY 09 have not yet been finished and/or occupied. In addition, the county has set a goal of a 5% reduction in kWh usage with state fiscal year 2007 as the base year. PBO is directed to work with Facilities

Management Department to hold the centralized utilities budget at steady-state for FY 10.

M. Promote Efficiencies

The Commissioners Court has established an Efficiency Committee to identify county operations that can be improved and where efficiencies may be gained that will result in either cost decreases or avoided costs.

Departments are encouraged to propose any simplification of processes and procedures. Employees are encouraged to submit cost saving ideas to the County's central suggestion box on the Travis County intranet. All cost saving ideas and proposals will be reviewed and evaluated by the Efficiency Committee and recommendations will be made to the Commissioners Court.

N. Future Unknowns

There are a variety of issues that will need to be monitored throughout the FY 10 and FY 11 budget processes. Many of these issues could have an impact on the development of the budget. These include:

- New Construction estimates are still very rough;
- Unfunded mandates from the upcoming legislative session may be imposed;
- Unexpected or uncontrolled increases in indigent attorneys fees may arise;
- Interest rates or tax collections may drop below expected levels;
- Federal or State grants may not be renewed;
- Litigation from property tax valuations may increase; and
- Energy costs continue to be volatile.

In conclusion, while Travis County has not felt the full impact of the international economic crisis. We recognize that we are not immune from further deteriorating conditions. Therefore, we ask that all departments work with PBO to proactively deal with known and unknown future economic events.

14 ✓

Travis County Commissioners Court Agenda Request

Voting Session February 17, 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 \$859,996.86, for the period of January 30, 2009 to February 5, 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:

COUNTY CLERK
 TRAVIS COUNTY
 FEB 17 2009

_____ 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 17, 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 30, 2009 to February 5, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$859,996.86

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 \$859,996.86.

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 30, 2009 TO FEBRUARY 5, 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 17, 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 30, 2009
TO: February 5, 2009

REIMBURSEMENT REQUESTED: \$ 859,996.86

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC**:	\$ 1,285,944.91
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 10, 2009	\$ (425,948.22)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 859,996.86
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 859,996.86

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

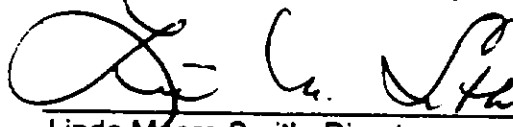
All claims over \$25,000 (1 this week totaling \$44,068.88) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$122,988.13) 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 \$81,870.83.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.


Linda Moore Smith, Director Date 2-9-09

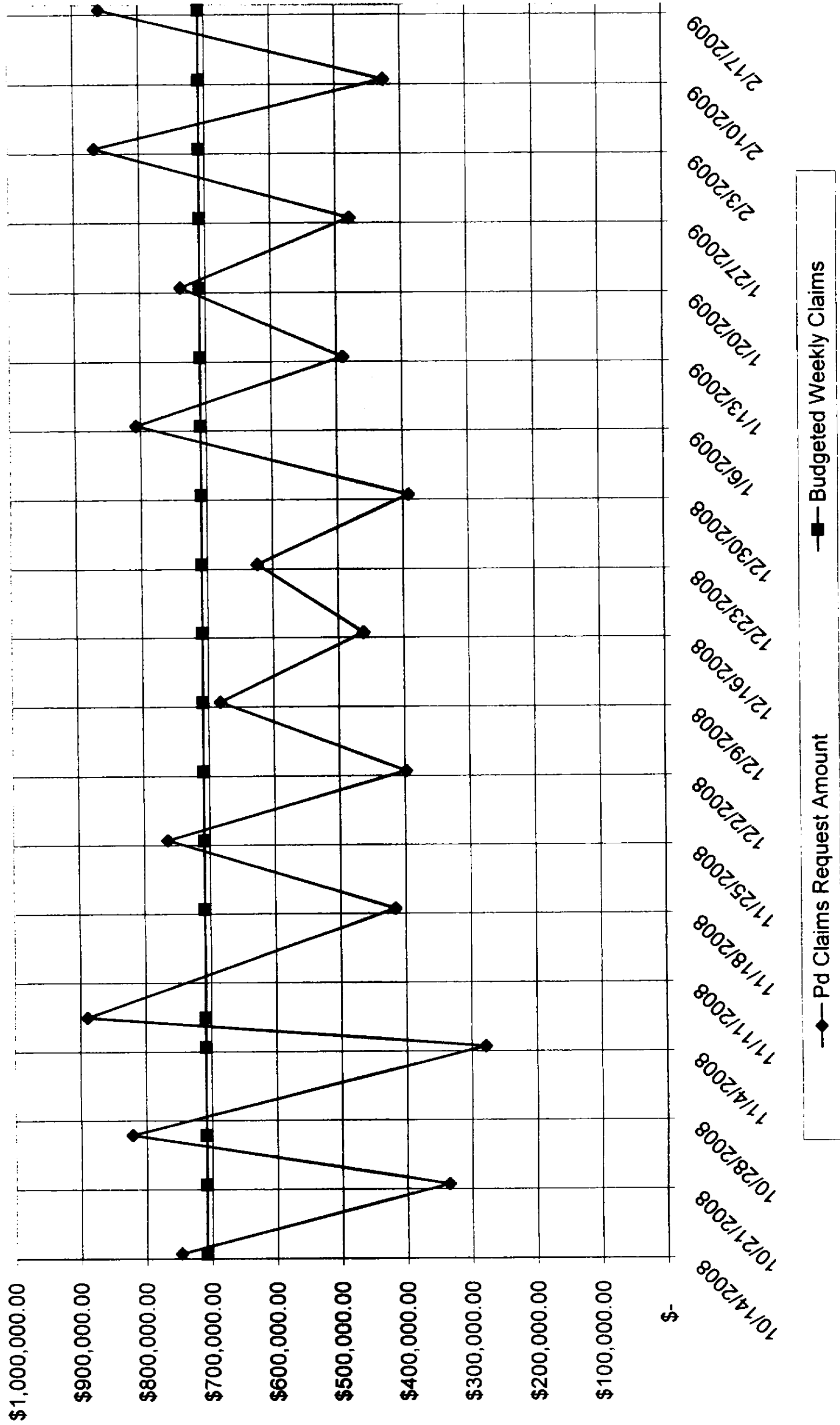

Dan Mansour, Risk Manager Date 2-9-09


Cindy Purinton, Benefit Contract Administrator Date 2/9/09


Norman McRee, Financial Analyst Date 2/9/09

** 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	\$ 29,333.31
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
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
		\$ -	\$ -		
Paid and Budgeted Claims - to date		\$ 11,476,472.98	\$ 13,457,980.25		
Amount Under Budget			\$ (1,981,507.27)		

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: 2009-02-06 REQUEST AMOUNT: \$1,285,944.91

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

CALCULATION OF REQUEST AMOUNT	
+ ENDING BANK ACCOUNT BALANCE FROM: 2009-02-05	\$675,730.53
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,262,987.47
+ CURRENT DAY NET CHARGE:	\$22,957.44
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,285,944.91

ACTIVITY FOR WORK DAY: 2009-01-30

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$437,251.41	\$00.00	\$437,251.41
TOTAL:	\$437,251.41	\$00.00	\$437,251.41

ACTIVITY FOR WORK DAY: 2009-02-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$188,061.59	\$00.00	\$188,061.59

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_02_05

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	-307.21	NN	1339732	AA	1	2/5/2009	200	2/2/2009	2/5/2009
701254	632	-326.2	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-349.37	UV	37672511	AI	3	1/28/2009	50	2/3/2009	2/5/2009
701254	632	-397.86	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-398.75	NN	1764556	A	3	2/5/2009	200	2/2/2009	2/5/2009
701254	632	-432.06	NN	1675513	AH	8	2/5/2009	200	2/2/2009	2/5/2009
701254	632	-450.1	NN	1924867	AH	1	2/5/2009	200	2/2/2009	2/5/2009
701254	632	-522.9	NN	SSN0000	AL	0	1/27/2009	600	2/2/2009	2/5/2009
701254	632	-637.52	NN	1597314	AH	1	2/5/2009	200	2/2/2009	2/5/2009
701254	632	-768.16	NN	1385273	AH	6	2/5/2009	200	2/2/2009	2/5/2009
701254	632	-900.25	NN	1597315	AH	1	2/5/2009	200	2/2/2009	2/5/2009
701254	632	-909.02	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-924	UW	4738331	A	3	1/27/2009	50	2/2/2009	2/5/2009
701254	632	-3708.37	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-3763.76	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-4712.57	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-5291.28	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-19582.74	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009
701254	632	-24148.9	NN	SSN0000	AL	0	1/29/2009	600	2/4/2009	2/5/2009

859,996.86

5

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 02/05/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</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: 2/9/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	184,743.41
	RR	
	526-1145-522.45-29	9,874.57
Total CEPO		\$194,617.98
EPO		
	EE	
	526-1145-522.45-20	182,874.27
	RR	
	526-1145-522.45-21	56,297.09
Total EPO		\$239,171.36
PPO		
	EE	
	526-1145-522.45-25	359,925.97
	RR	
	526-1145-522.45-26	66,281.55
Total PPO		\$426,207.52
Grand Total		\$859,996.86

Travis County Commissioners Court Agenda Request

Voting Session 02/17/09
(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:

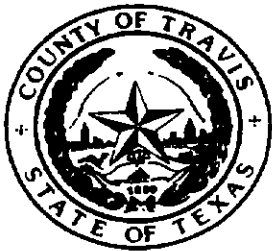
_____ Planning and Budget Office (854-9106)

_____ 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, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


February 17, 2009

ITEM # :

DATE: February 6, 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 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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 RECOMMENDATIONS - ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Request Level/Salary	HRMD Recommends Level/Salary
JP Pct 5	60003	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Juvenile Court	46	Business Analyst II	23 / Level 4 / \$64,979.20	23 / Level 4 / \$64,979.20
Juvenile Court	82	Juvenile Detention Ofcr I**	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Juvenile Court	218	Juvenile Detention Ofcr I* **	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Juvenile Court	221	Juvenile Detention Ofcr I**	12 / Level 4 / \$30,888.00	12 / Level 4 / \$30,888.00
Juvenile Court	271	Juvenile Probation Ofcr II	15 / \$40,456.00	15 / \$40,456.00
Juvenile Court	596	Juvenile Detention Ofcr I**	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
Tax Collector	125	Tax Specialist II	14 / Level 3 / \$34,403.20	14 / Level 3 / \$34,403.20
TCCES	47	Chem Dependency Counselor	15 / Level 5 / \$38,833.60	15 / Level 5 / \$38,833.60
Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Request Level/Salary	HRMD Recommends Grade/Salary	Code
Constable 3	20006	Court Clerk I	13 / \$14.18	13 / \$14.18	02
County Clerk	23079	Elec Clk - Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
Criminal Courts	50012 (2 nd Job)	Court Bailiff	10 / \$11.58	10 / \$11.58	05
HHS	20027	Office Specialist Sr	12 / \$13.26	12 / \$13.26	02
PBO	20020	Financial Analyst Sr*	19 / \$23.36	19 / \$23.36	02
Tax Collector	20109 (2 nd Job)	Accounting Clerk	11 / \$14.00	11 / \$14.00	02
Regular to Temporary * Temporary ** Code Codes / Temporary less than 6 mos = 02 6 mos - 1 yr = 03 1 yr - 2 yrs = 04 2 yrs - 3 yrs = 05 3 yrs - 4 yrs = 06 4 yrs - 5 yrs = 07 5 yrs - 6 yrs = 08 6 yrs - 7 yrs = 09 includes Retirement Benefits					

From	Slot - Position Title - Grade - Salary	Dept - Title	Slot - Position Title - Grade - Salary	
CSCD	Slot 211 / Probation Officer II / Grd 15 / \$33,764.43	CSCD	Slot 459 / Probation Officer II / Grd 15 / \$33,764.43	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
CSCD	Slot 459 / Probation Officer II / Grd 15 / \$35,363.42	CSCD	Slot 211 / Probation Officer II / Grd 15 / \$35,363.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Clerk	Slot 56 / Court Clerk I / Grd 13 / \$33,682.76	District Clerk	Slot 13 / Court Clerk II / Grd 15 / \$34,777.60	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 105 / Court Clerk Asst* / Grd 11 / \$28,625.13	District Clerk	Slot 105 / Court Clerk Asst* / Grd 11 / \$29,640.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Emergency Services	Slot 22 / Fire Marshal Asst / Grd 22 / \$74,211.33	Emergency Services	Slot 22 / Fire Marshal Asst / Grd 22 / \$77,921.89	Travis County Code § 10.03012 - Temporary assignment. Additional duties performed, Fire Marshal, PG 24. Pay increase is 5.00%.
Fac Mgmt	Slot 128 / Architectural Assoc* / Grd 19 / \$49,627.90	Fac Mgmt	Slot 128 / Architectural Assoc Sr / Grd 21 / \$55,583.25	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 18 / Office Asst / Grd 8 / \$22,880.00	District Clerk	Slot 108 / Court Clerk I / Grd 13 / \$29,501.26	Promotion. Pay is at minimum of pay grade.
JP Pct 3	Slot 25 / Court Clerk I / Grd 13 / \$33,336.41	JP Pct 3	Slot 7 / Court Clerk II / Grd 15 / \$35,003.23	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 246 / Juvenile Res Trt Ofcr III / Grd 14 / \$44,060.17	Juvenile Court	Slot 541 / Juvenile Probation Ofcr Asst / Grd 12 / \$39,654.16	Voluntary job change. Pay is between midpoint and max of pay grade.
Juvenile Court	Slot 295 / Juvenile Probation Ofcr Asst / Grd 12 / \$29,281.81	Juvenile Court	Slot 494 / Juvenile Probation Ofcr Asst / Grd 12 / \$29,281.81	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

PROPOSED		TRANSFERS - VOLUNTARY		
Position	Slot / Position Title / Grade - Salary	Position	Slot / Position Title / Grade - Salary	Comments
Sheriff	Slot 46 / Sergeant Corrections / Grd 88 / \$83,681.10	Sheriff	Slot 112 / Sergeant Corrections* / Grd 88 / \$83,681.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 112 / Sergeant Corrections* / Grd 88 / \$83,681.10	Sheriff	Slot 46 / Sergeant Corrections / Grd 88 / \$83,681.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 706 / Office Specialist Sr / Grd 12 / \$31,647.31	Sheriff	Slot 1713 / Office Specialist Sr / Grd 12 / \$31,647.31	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1284 / Corrections Officer / Grd 81 / \$38,737.92	Sheriff	Slot 527 / Corrections Officer* / Grd 81 / \$38,737.92	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Tax Collector	Slot 125 / Office Asst* / Grd 8 / \$23,780.02	Tax Collector	Slot 93 / Office Asst* / Grd 8 / \$23,780.02	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Actual vs Authorized				

Juvenile Court	50317	Office Asst	05
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ADDITIONAL CLASSIFICATION CHANGE							
Department: ITS							
Position: 112							
Job Title: Customer Support Analyst I / 20850							
Grade: E							
Step: 20							
Business Analyst II / 23877							
Grade: E							
Step: 23							
Comments: [Illegible]							

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



Travis County Commissioners Court Agenda Request

16

Voting Session: February 17, 2009
(Date)

Work Session _____
(Date)

I. Request

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

B. Requested text:

a) Review and approve tuition refunds for employees who have completed classes in accordance with Tuition Reimbursement Policy §10.021

b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

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

II. Additional Information

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

B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

 X **Planning and Budget Office (854-9106)**

 X **Human Resources Management Department (854-9165)**

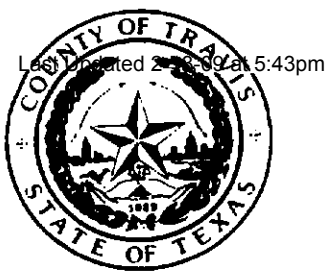
_____ **Purchasing Office (854-9700)**

_____ **County Attorney's Office (854-9415)**

 X **County Auditor's Office (854-9125)**

 X **County Treasurer's Office (854-9365)**

COUNTY RECEIVED
09 FEB -9 PM 2:25



Human Resources Management Department

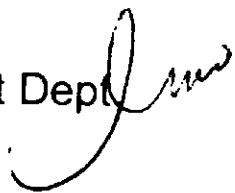
1010 Lavaca, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: February 5, 2009
TO: Members of the Commissioners Court
VIA: Alicia Perez, Executive Manager of Administrative Operations
FROM: Linda Moore Smith, Director, Human Resources Management Dept. 
SUBJECT: Tuition Refund Program Reimbursements

Proposed Motion:

- a) Review and approve tuition refunds for employees who have completed classes in accordance with the Tuition Reimbursement Policy §10.021.
- b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

Summary and Staff Recommendation:

A total of sixty-four (64) requests for Fall 2008 semester are listed on the attached spreadsheet. HRMD recommends approval.

The Tuition Refund Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition reimbursement form
- a course description
- fee receipt
- official grade

Budgetary and Fiscal Impact:

A total of \$42,440.00 was budgeted in line item 001-1130-522.6402 for Fiscal Year 2009 Tuition Reimbursement. The total refund amount requested for your approval is \$17,843.20.

FA 2008 Req

Semester Code	Last Name	First Name	Dept	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
1	Ahumada	Anthony	Juv Prob	RTO	New	Developmental Writing Skills II	Basic Math Skills	259.20
2	Alexander	Ebony	Dist Clk	Court Clerk I	71854	Organizational Leadership		300.00
3	Beck	Susan	Tax	Tax Analyst	new	Social Issues in Management		300.00
4	Bolden	Yvonne	Tax	Title Specialist	67238	Statistics in CJ		300.00
5	Boltin	Sara	CA	Legal Secretary	69968	Spanish III		129.60
6	Bowers	Kristy	Juv Prob	RTO	New	Computer & Internet Literacy		300.00
7	Browning	Gary	TNR	HEO	30480	Grant Writing for Social Sciences		300.00
8	Canales	Monica	HRMD	HR Asst I	64454	Nursing Skills		81.20
9	Canales	Veronica	Sher	Corrections Ofcr	New	Computer Literacy		300.00
10	Churchill	Christina	Sher	Sr. Cert Peace Ofcr	New	CJ Org and Administration		300.00
11	Cisneroz	Ralph	Sher	Sr. Deputy Sheriff	53229	Managing Public Safety Agencies		300.00
12	Coleman	Sharon	Const 1	Court Clerk	67681	Program Development & Eval		300.00
13	Davis	Gwendolyn	Const 1	Office Manager	65309	Leadership & Business		300.00
14	Dial	Robert	TNR	Engineering Specialist	72472	Environmental Engineering		300.00
15	Dudek	Leslie	Juv Prob	JDO Supv	69388	Current Legal Issues in CJ		300.00
16	Fries	Jennifer	Dist Clk	Court Clerk	72473	Contemporary Issues in CJ		300.00
17	Frisch	Phyllis	DA	Office Specialist	New	Intro to Law		300.00
18	Garnett	Zetta	HRMD	Benefits Asst	63576	Sociology of Youth		300.00
19	Garza	Stephanie	Tax	Tax Specialist	68370	Family Law		300.00
20	Gilkes	Yonnette	JP4	Court Clerk II	53231	Managerial Accounting		129.60
21	Godfrey	Yolanda C.	Juv Prob	Enforcement Ofcr	53243	Research in CJ		300.00
22	Gomez	Amanda	CA	Office Specialist	New	English Comp II	Government	267.20
23	Gorman	Laura	CA	Asst Co Atty	71862	Spanish II		278.80
24	Hemphill	Joelene	Auditor	Assoc Auditor	69389	Internal Control & Auditing		259.20
25	Hernandez	John	Juv Prob	Probation Ofcr	68371	Tx Peace Ofr Current Issues		300.00
26	Hollyfield	Tyson	TNR	Road Maintenance	123151	Biology		142.40
27	Kehl	Huey	Sher	Corrections Ofcr	New	Criminal Law	Intro to Sociology	259.20
28	Krantz	Jennifer Green	Tax	Tax Compliance Ofcr	72476	Finance for Decision Making		300.00
29	Kry	Makara	Sher	Sr. Deputy Sheriff	71865	Juv Justice Systems/Processes		300.00
30	LeBlanc	Tracy	Auditor	Assoc Auditor	66266	Financial Statement Analysis		259.20
31	Littleton	Danielle	Dist Clk	Court Clerk	New	Intellectual Property Law	Alternative Dispute Resolution	300.00
32	McBride	Steve	Sher	Corrections Ofcr	69391	Forensic Science		300.00
33	McCroory	Sonya	Dist Clk	Legal Secretary	72478	Legal Writing	Contracts	300.00
34	Manor	Frances D.	Crim Cts	Judicial Aide	66267	Organizational Behavior		300.00
35	Marquez	Rick	Const 2	Court Clerk	New	Intro to Psychology		129.60

FA 2008 Req

Semester Code	Last Name	First Name	Dept	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
36	Martinez	Adolfo	Sher	Cert Peace Ofcr	67242	Computer Literacy	Corrections Systems & Practices	300.00
37	Medina	Patricia	Pretrial	Pretrial Officer	72479	Concepts of Nursing I	Clinical Nursing RN Training	300.00
38	Middleton	Tiffany	Juv Prob	JPO Assistant	72480	Advanced Social Work Research	Selected Topics in Social Work	300.00
39	Mihalik	Samuel	Sher	Deputy Const	70901	Special Ops Units		300.00
40	Munoz	Noelle	CA	Office Specialist	New	Tx State & Local Govt		300.00
41	Newton	Brandon	Sher	Corrections Ofcr	69394	TX Peace Ofce Procedures	U.S. Government	300.00
42	Nickler	Marie	CA	Office Specialist	71868	Intro to Court System		300.00
43	Nilisen	Kristine	HRMD	HR Specialist, Sr.	New	Business Communication		300.00
44	Parilla	Michelle	JP2	Accountant Assoc	62065	Business Communication		300.00
45	Parrish	Timothy	Sher	Security Coord	New	Intro to CJ	Intro to Psychology	259.20
46	Pena	Josie	HRMD	Hlth Svc Supv	70902	Rural Health & Cultural Competency	Principles of Advanced Research	300.00
47	Pierce	Christa	Sher	911 Telecomm	66269	Business Law		300.00
48	Radtke-Pace	Michelle	Juv Prob	P.O. Asst	72483	Psychology as a Social Science		300.00
49	Rendon	Layla	Sher	Sr Corr Ofcr	New	Strategies in Decision Making		300.00
50	Reynolds	Jerald	Sher	Corrections Ofcr	70905	Basic Peace Ofcr IV		300.00
51	Rio	Jessica	PBO	Asst Budget Mgr	53241	Advanced Acct Info System		300.00
52	Riojas	Mary	CSCD	Probation Ofcr II	68387	Fraud Examination & Forensic Acct		300.00
53	Shepard	Jennifer	Juv Prob	Res Treat Ofcr	70907	CJ Mgt & Planning	Constitutional Law in CJ	300.00
54	Smith	Deanna	Sher	Security Coord	70908	U.S. Government	Business Principles	259.20
55	Teague	Dawn	Sher	Sr. Sec Coord	70911	Corrections Systems	Mid-level mgt in CJ agencies	300.00
56	Trotman	Cornelio	Sher	Marketable Skills Supv	71870	Leadership Activities & Professional Development	Mgt of Business Office Educ	300.00
57	Tso	Philip	CA	Criminal Investigator		Crime Prevention		300.00
58	Valdez	Cynthia	Tax	Compliance Ofcr	72486	HR Management		300.00
59	Vargas	Pete	Sher	Investigator	70914	Crime in America		129.60
60	Villarreal	Sonya	Sher	Victim Counselor	70915	Basic Mathematics	Intro to Psychology	300.00
61	Watson	James P.	Juv Prob	Shift Supv	68375	History & Philosophy of Justice	Public Mgt and Ethics	300.00
62	Zimmerman	Julie	Ag Ext	Animal Science Coord	53245	Programs & Personnel of the Coop Ext Svc		300.00
63	Nickler	Marie	CA	Office Specialist	71868			300.00
64	Pena	Josie	HRMD	Hlth Svs Supv	70902		Amount to Pay	300.00
								\$17,843.20

AGENDA REQUEST INFORMATION:

- **Session/Date: February 17, 2009**
- **Requested Action:** CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPROVAL OF THE UPDATED AMERICAN RED CROSS OF CENTRAL TEXAS MEMORANDUM OF UNDERSTANDING (MOU) WITH TRAVIS COUNTY.

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information: Technical: Pete Baldwin, Travis County Emergency Management Coordinator (512) 974-0472.**

Summary of Program Objective/Staff Recommendation: On January 21, 1992, the American Red Cross of Central Texas and Travis County entered into a MOU that provides a framework for cooperation between the Red Cross and Travis County in providing assistance and services to victims of disaster, as well as other services for which cooperation may be mutually beneficial. Recently the MOU was updated and requires the approval of the Travis County Commissioner's Court. The MOU has been reviewed by the County Attorney's office and they found no significant change or modification to the over all mission of the MOU. It still serves the purpose to cooperate together and render aid to our community during times of disaster. Department of Emergency Services recommends the approval of the updated MOU with the American Red Cross of Central Texas.

- **Project Summary Information (as applicable):** Travis County has worked collaboratively with the American Red Cross of Central Texas for a number of years to assist our community during times of disaster. This MOU simply outlines how our agencies will support one another when services are needed.

Memorandum of Understanding

Between

***The American Red Cross of
Central Texas***

and

Travis County, Texas

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross of Central Texas (hereinafter "Red Cross") and Travis County, its agencies of the, counties, and municipalities Travis County, in preparing for and responding to certain disaster situations. This MOU provides the broad framework for cooperation between the Red Cross and Travis County in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

III. Disasters Covered by this MOU

The Red Cross provides disaster services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter, codified at Title 36, Sections 300101-300111, of the United States Code (1998). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

The Red Cross role was reaffirmed in the 1974 Disaster Relief Act (Public Law 93- 288), the 1988 Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 100-707), and the The Disaster Mitigation Act of 2000 (Public Law 106-390). The Federal law governing disaster relief, found in Title 42, Chapter 68 of the United States Code, defines "emergencies" and "major disasters" as follows:

"Emergency" means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

"Major disaster" means any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this chapter to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

On a local level, the Red Cross responds to all kinds of disasters, whether or not they are the subject of a presidential declaration. The disasters to which the Red Cross responds include any threatening event of such destructive magnitude and force as to dislocate people, separate family members, damage or destroy homes, or injure or kill people. A disaster produces a range and level of immediate suffering and basic human needs that cannot be promptly or adequately addressed by the affected people and impedes them from initiating and proceeding with their recovery efforts.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hail storms, thunderstorms, wildfires, windstorms, epidemics, and earthquakes. Human-caused disasters, which may be intentional or unintentional, include residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism. All of these are within the Red Cross mission.

IV. Organization of the American Red Cross

The national headquarters of the Red Cross is located in Washington, D.C. National headquarters is responsible for implementing policies and procedures that govern Red Cross activities and providing administrative and technical supervision and guidance to the chartered units, which include chapters and blood services regions. Each chapter has certain authority and responsibility for carrying out Red Cross disaster preparedness and response activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each chapter is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. The chapter also formulates cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur. In carrying out their disaster preparedness and response activities, each chapter coordinates with one of eight Regional Service Areas that provide immediate technical and logistical support to chapters within their jurisdictions.

Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. Services are provided to those in need regardless of citizenship, race, religion, age, sex, or political affiliation. In providing disaster services, the Red Cross follows the Fundamental Principles of the International Red Cross and Red Crescent Movement.

V. American Red Cross Disaster Relief Assistance

Red Cross emergency assistance is designed to minimize the immediate suffering caused by a disaster by providing food, clothing, shelter, first aid, and other assistance to address basic human needs. Red Cross emergency assistance may be provided either as mass care, individual assistance, or a combination of the two, depending on the victims' needs. Mass care is provided

through any combination of three integrated elements: 1) individual or congregate temporary shelters; (2) fixed or mobile feeding operations, and (3) distribution of relief supplies. Individual assistance is provided to individuals and families through the purchase of needed items and/or services or referrals to other agencies and organizations that offer assistance to disaster victims at no charge. The Red Cross also processes welfare information requests. In addition to emergency assistance, the Red Cross participates in community recovery programs after major disasters.

Red Cross disaster response activities vary depending upon the nature and scope of the required response, as follows:

Mass Casualty Incidents: Mass casualty incidents are usually the result of transportation accidents, fires in high-occupancy structures, industrial accidents or similar disasters. In mass casualty disasters, the Red Cross closely coordinates with the authorities at the scene (including firefighters, police, and government agencies) and representatives of the owner/operator. Depending on the nature and scope of the disaster, the needs of the victims and workers, and the response of the owner/operator, the Red Cross may engage in a number of activities to assist victims, survivors, families of victims or survivors, emergency workers or others. These services include but are not limited to shelter, food, basic first aid, and mental health services.

Aviation Disasters: The Red Cross has a special role in major aviation disasters. Under the provisions of the Aviation Disaster Family Assistance Act of 1996 (P.L. 104-264), airlines, the National Transportation Safety Board (NTSB), and a "designated independent nonprofit organization" were given specific responsibilities with regard to coordinating the emotional care and support of the families of passengers involved in aviation disasters. The NTSB, as part of its Federal Family Assistance Plan for Aviation Disasters, has designated the Red Cross as the organization responsible for Family Care and Mental Health. The Red Cross has accepted this role and has specially trained staff on call on its "Critical response Team" (CRT) who initiate support within hours of a request from the NTSB for services.

Hazardous Material Situations: When an actual or potential hazardous material situation results in an evacuation, the Red Cross provides emergency mass care until families can return home. If public authorities deem it necessary for families to relocate permanently, the Red Cross works with other community organizations to provide temporary mass care or casework assistance.

The American Red Cross does not provide disaster assistance where government officials or agencies require building evacuation as a result of chronic deferred maintenance, code violations, radon contamination or fire hazards.

Nuclear Facility or Transportation Accidents: In the event of an evacuation due to a nuclear power plant accident or transportation accident involving radioactive materials, the Red Cross provides mass care services for the evacuees and emergency workers. The Red Cross coordinates with public health authorities with respect to health concerns and the possible need for decontamination, but the Red Cross does not engage in decontamination activities. If the Red Cross is operating evacuation shelters, evacuees and workers must undergo any necessary decontamination before they are admitted to the shelter.

Civil Disorder: Situations involving civil disorder — such as riots or hostage incidents — are not within the usual scope of the Red Cross’s disaster relief activities. Nevertheless, when basic human needs are not being met as a result of civil disorder, the Red Cross may participate in community actions to supplement the efforts of civil authorities by providing mass care and other services upon request of appropriate government authorities if Red Cross resources are available. The Red Cross will provide services only in a safe and secure area.

Catastrophic Incident: A catastrophic incident, as defined by the National Response Plan, is any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage or disruption, and severely affects the population, infrastructure, environment, economy, national morale and/or government functions. A catastrophic incident results in sustained national effects over a prolonged period. In a catastrophic incident, the Red Cross will work closely with appropriate state and local government and non-government partners to provide mass care, including shelter, feeding, first aid, and other assistance to address basic human needs in a safe environment.

Repatriation of U.S. Citizens and Dependents: During the emergency repatriation of U.S. citizens and dependents evacuated from foreign countries during emergencies, the Red Cross will, at designated ports of entry, cooperate with federal, state, local and voluntary agencies involved with their reception, temporary care and onward transportation, to provide shelter, feeding and basic first aid among other services.

Other Events or Situations: In the event of other unforeseen events or situations in which human suffering is involved, the Red Cross will coordinate with appropriate government and non-government partners to provide mass care, including shelter, feeding, first aid, and other assistance to address basic human needs, as resources are available to assist.

V. Role of Travis County in Disaster Response Activities

This plan applies to emergency management operations in the State of Texas. Authorities governing enactment and implementation are as follows:

1. Constitution of the State of Texas
2. Executive Order of the Governor relating to Emergency Management
3. Texas Disaster Act of 1975 (Texas Government Code, chapter 418)
4. State of Emergency (Texas Government Code, Chapter 433)
5. Interlocal Cooperation Contracts (Texas Government Code, Chapter 791)
6. Emergency Management Assistance Compact, Texas Health and Safety Code, chapter 778
7. Title 37 (Public Safety and Correction), Texas administration Code

VII. Cooperative Actions

The Red Cross and the Travis County will coordinate in rendering their respective disaster relief activities in the following manner:

1. Maintain close liaison at all levels of between the ARC and Travis County by conferences, meetings, telephone, facsimile, e-mail, and other means. Share current data regarding disasters, disaster declarations, and changes in applicable legislation. Include a representative of the other party in appropriate committees and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
2. Keep each other informed of disaster and emergency situations, the human needs created by the events, and the actions they have taken regarding service delivery to clients.
3. During a disaster the Red Cross will, as appropriate at the request of Travis County, provide liaison personnel to the Travis County Emergency Operations Center (EOC) and any local Jurisdiction EOC during a disaster. The Travis County EOC will provide space and other required support, such a computer link and hook up, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Centers.
4. The Red Cross can provide Canteen Operations, working with local Volunteer Fire Departments REHAB activities during periods of operational response to disasters.
5. During the time of disaster, keep the public informed of the cooperative efforts through the public information offices of the ARC and the Travis County EOC working thru the Joint information Center (JIC).
6. Support the Red Cross in conducting special appeals and campaigns for funds during times of disaster.
7. Allocate the responsibility for joint expenses only in writing and only in advance of any commitment.
8. Advocate for programs and legislation designed to mitigate disaster damage and loss of life in Travis County.
9. Encourage mutual participation and coordination of services to the community.
10. Actively seek to determine other areas/services within the ARC and the office of Travis County Emergency Management where cooperation and support will be mutually beneficial.
11. Use or display the name, emblem, or trade marks of the ARC or the Seal of Travis

County only in the case of defined projects and only with the prior express written consent of the other organization.

12. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training and exercises, as appropriate.
13. Explore opportunities for collaboration to provide Community Disaster Education ("CDE") within Travis County. Cooperative efforts could include distributing CDE materials to targeted populations within the community, preparing volunteers as CDE presenters, or jointly developing and implementing CDE plans.
14. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
15. Widely distribute this MOU within the ARC and the Travis Counties departments and administrative offices and urge full cooperation.
16. The Red Cross will maintain Disaster related equipment and supplies throughout Travis County for the use of the ARC, County and its local jurisdiction. An Additional agreement will be prepared for each location.

VIII. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

IX. Term and Termination.

This MOU is effective as of 31 January 2009. It expires on 31 January 2014. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

X. Miscellaneous

This MOU does not create a partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of

law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

Travis County Judge

By: _____
(Signature)

Name: _____

Title: _____

Date _____

The American Red Cross

By: _____
(Signature)

Name: Derrick Chubbs

Title: Chief Executive officer

Date: _____



TRAVIS COUNTY PURCHASING OFFICE

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

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

18

Approved by: _____

Cyd V. Grimes 2/9/09 MB

Voting Session: Tuesday, February 17, 2009

REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT NO. IL090054VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR SUBSTANCE ABUSE TREATMENT SERVICES FOR THE DRUG DIVERSION COURT PROGRAM. (DISTRICT AND COUNTY CRIMINAL COURTS)

Points of Contact:

Purchasing: Vania Ramaekers

Department: DISTRICT AND COUNTY CRIMINAL COURTS, Debra Hale, Director Of Court Management

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: N/A

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

The County District and Criminal Courts administers the Drug Diversion Court Program. This contract will provide the participants with outpatient substance abuse treatment services which will include group sessions at a cost of \$17.00 per hour, per client and individual counseling sessions at a cost of \$54.00 per session on as needed basis.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: Interlocal

Contract Period: 2/17/09 - 9/30/09 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: (See Additional Procurement Comments)
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: ON AN AS NEEDED BASIS

➤ **Funding Information:**

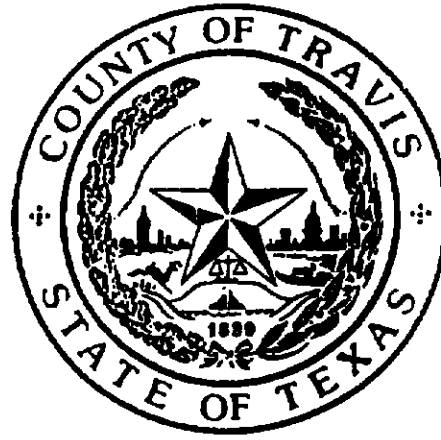
- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-2430-546-6099
- Comments: On AN AS NEEDED BASIS

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

DATE: October 1, 2008

TO: Cyd Grimes
Purchasing Agent

FROM: Debra Hale
Debra Hale
Director of Court Management
District and County Criminal Courts

RE: Request for Contracts for Treatment Services for Drug Court

Travis County Criminal Court Department administers the Drug Diversion Court Program. In order to provide our participants with a pool of treatment providers, the Criminal Courts would like to enter into contractual agreements with the following vendors:

We have attached letters of interest from the following vendors:

- Oak Springs- Intensive Outpatient Treatment Services
- Choosing How I Live Life- Intensive Outpatient Services Done
- Lifetime Recovery- Residential Treatment Services In progress

The following details the line item and budget information to be used for this contract

Account Number:	001-2430-546-6099
Not To Exceed:	As Needed Basis
Initial Contract Period:	October 1, 2008 to September 30, 2009
Subsequent Contract Period:	October 1 to September 30
Automatically Renew:	Yes

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

**PROFESSIONAL SERVICES
INTERLOCAL AGREEMENT**

BETWEEN

TRAVIS COUNTY

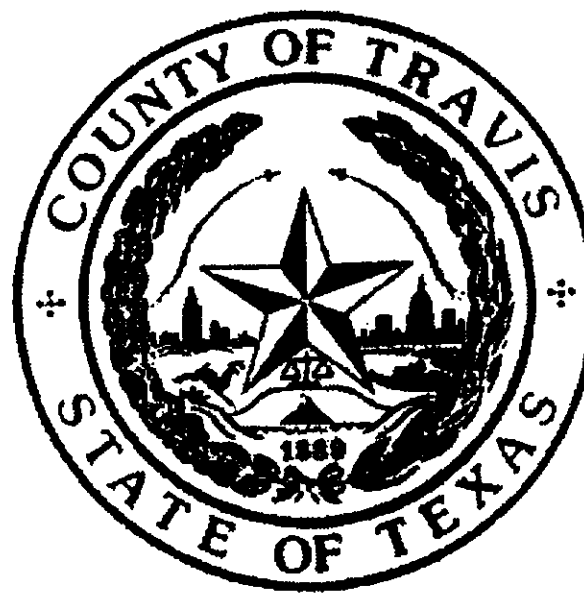
AND

**AUSTIN TRAVIS COUNTY MENTAL HEALTH
MENTAL RETARDATION CENTER (ATCMHMR)**

FOR

SUBSTANCE ABUSE TREATMENT SERVICES

CONTRACT NO. IL090054VR



Travis County Purchasing Office

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STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT
FOR
SUBSTANCE ABUSE TREATMENT SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Austin Travis County Mental Health Retardation Center (the "CENTER").

WHEREAS, COUNTY desires to obtain Substance Abuse Treatment Services for Travis County programs and;

WHEREAS, CENTER has the professional ability and expertise to provide these services;

WHEREAS, CENTER and COUNTY are authorized to enter into an Interlocal Cooperation Agreement under the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791).

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" means COUNTY and CENTER, and each of them may be referred to individually herein as a "Party."
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person as a posted, published, or marked price available to the public,

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1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "DIRECTOR" means the Director of Court Management for Travis County District and County Criminal Courts represented herein as administering this Agreement or his/her designee representative.
- 1.8 "Client" means an individual referred by Travis County to receive services pursuant to this Agreement.

2.0 TERM

- 2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.
- 2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.
- 2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CENTER'S RESPONSIBILITIES

- 3.1 Scope of Services. CENTER shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.
- 3.2 Ethical Standards. CENTER shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and its best professional judgment.
- 3.3 Subcontracting. Except as otherwise specifically provided herein, CENTER is prohibited from hiring or subcontracting with any other person to perform any of the CENTER'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CENTER shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933]. CENTER shall not discriminate against any CENTER employee or applicant for CENTER employment.

3.5 Legal Compliance. The parties expressly acknowledge and agree that COUNTY and CENTER shall comply with the Constitution of the United States and of the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

3.6 Payment of Property Taxes. CENTER warrants that CENTER is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CENTER shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CENTER warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CENTER, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CENTER may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CENTER expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CENTER about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CENTER warrants that all work done will be done by the employees or members of CENTER that are presented as performing the services in CENTER'S proposal.

3.11 Removal of CENTER Employee. Any employee of the CENTER, who in the reasonable opinion of the DIRECTOR is incompetent or whose conduct becomes detrimental to the performance or coordination of work under this Agreement, shall be immediately prevented from continuing to provide services pursuant to this Agreement upon CENTER'S receipt of COUNTY'S written request.

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4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CENTER of the services described in Attachment A, Scope of Services, and CENTER's compliance with the terms and conditions of this Agreement, COUNTY shall pay CENTER in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA-As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services: COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to DIRECTOR's satisfaction and given DIRECTOR's approval, neither of which shall be unreasonably withheld. COUNTY'S obligation to make any payment to CENTER is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CENTER'S profession, as reasonably determined by DIRECTOR.

4.3 Timely Payment. If approved by Travis County authorized representative, invoices will be paid within 30 days after receipt. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Government Code.

4.4 Invoicing. CENTER shall invoice County monthly for services rendered pursuant to this Agreement. Invoices shall be submitted within 10 working days after the end of each calendar month in which services are rendered. Each invoice shall include the following information:

- 4.4.1 the contract reference number;
- 4.4.2 the date of service performed,
- 4.4.3 the client reference number,
- 4.4.4 total number of sessions per client,
- 4.4.5 the total amount being requested

Original invoices shall be sent to: District and County Criminal Courts
Attn: Tanya Arnecke Watson
P.O. Box 1748
Austin, Texas 78767

4.5 Overpayment. CENTER shall refund to COUNTY any money which has been paid to CENTER by COUNTY, which COUNTY in its reasonable judgment determines has resulted in overpayment to CENTER. Such refund shall be made by CENTER to COUNTY within thirty (30) days after the refund is requested by COUNTY in writing. If COUNTY enters into any subsequent contract with CENTER and CENTER fails to refund any money owed to COUNTY pursuant to this Agreement within thirty (30) days of written request, COUNTY may offset the difference against the next advance or payment payable to CENTER.

4.6 Taxpayer Identification. CENTER shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CENTER is delinquent in the payment of property taxes at the time of invoicing, the CENTER hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CENTER to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CENTER, or an agent or assignee of CENTER until:

- 4.8.1.1 the County Treasurer notifies CENTER in writing that the debt is outstanding;
- and
- 4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CENTER to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CENTER may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CENTER before or after the term of this Agreement.

4.10 Exemption. CENTER and COUNTY are authorized to enter into an Interlocal Cooperation Agreement under the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791).

4.11 Current Funds. In accordance with the Interlocal Cooperation Act, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

4.12 Funding Limitation. It is understood and agreed that funding for any County fiscal year following the Initial Term of this Agreement is conditioned upon the approval by the Commissioners Court of continued funding during the budget process for such fiscal year. In no event shall any provision of this Agreement be interpreted to obligate the County beyond the funds approved by the Commissioners Court for this Agreement for any County fiscal year/budget period.

4.13 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CENTER 20 days written notice that this Contract is terminated due to the failure to fund it.

4.14 CENTER acknowledges and agrees that COUNTY is under no obligation to refer any clients to CENTER for services under this Contract and this Contract shall not be so construed.

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5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 CENTER - Confidentiality. CENTER shall establish a method to secure the confidentiality of records and other information relating to Substance Abuse Treatment Services accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CENTER agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 COUNTY - Confidentiality. COUNTY agrees to keep confidential at all times all information that identifies clients and personnel and other information received from CENTER if required to do so by law. If either COUNTY or CENTER, in its capacity as a "Covered Entity" (as defined hereinbelow) receives any individually identifiable protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), each of them agrees to maintain the security and confidentiality of such information as is required of a Covered Entity by applicable laws and regulations, including HIPAA and the regulations promulgated thereunder. A "Covered Entity" is any health care provider, health plan or health care clearinghouse that transmits health information in electronic form in connection with any transaction referred to in Section 1173(a)(1) of the Social Security Act. In addition, this Agreement shall not be construed as creating a Business Associate relationship, unless required by 42 C.F.R. Section 160.103.

5.3 General. CENTER shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CENTER shall provide copies of such records to COUNTY upon written request to CENTER at a cost mutually agreed to by COUNTY and CENTER.

5.4 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation created, maintained and/or retained by CENTER pursuant to Section 5.3, of this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CENTER shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.5 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CENTER shall become property of COUNTY upon receipt.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CENTER THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CENTER shall submit all requests for changes to the terms of this Agreement or any attachment to it to the DIRECTOR with a copy to the Purchasing Agent.

6.3 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 submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 Indemnification. To the extent permitted by Texas law and the Constitution of the State of Texas, the COUNTY and CENTER each (as an "Indemnifying Party") agree to and shall indemnify and hold harmless the other, and such other's respective trustees, officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by the Indemnifying Party, or damage to any property, arising out of or in connection with such Indemnifying Party's performance or failure to perform under this Agreement.

7.2 Representations. CENTER represents that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CENTER or COUNTY in relation to the performance of this Agreement, the party hereto against which such claim or other action is brought (the "Notifying Party") shall give written notice to the other party hereto (the "Receiving Party") of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, the Notifying Party shall furnish to the Receiving Party copies of all pertinent papers received by the Notifying Party with respect to these claims or actions.

7.4 Suspension. If CENTER fails to comply with any material provision herein, COUNTY may, upon written notification to CENTER, suspend this Agreement in whole or in part and withhold further payments to CENTER, until CENTER is in compliance with the terms of this Agreement or Agreement is terminated in compliance with Section 2.0 paragraph 2.3.

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7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CENTER which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.5.3 No payment, act or omission by CENTER may constitute or be construed as a waiver of any breach or default of COUNTY which then exists or may subsequently exist.

7.5.4 All rights of CENTER under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to CENTER under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CENTER has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CENTER shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CENTER and recover all considerations, or the value of all consideration, paid to CENTER pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CENTER in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services & Performance Measures
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
Deliver to: 314 West 11th Street, Room 400
Ned Granger Bldg.
Austin, Texas 78701
or mailed to:
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Travis County District and County Criminal Courts
Attn: Debra Hale, Director of Court Management
P.O. Box 1748
Austin, Texas 78767

7.8.3 CENTER Address. The address of CENTER for all purposes under this Agreement and for all notices hereunder shall be:

David Evans, Executive Director
Austin Travis County MHMR
P.O. Box 3548
Austin, TX 78764-3548

With copies to (registered or certified mail with return receipt is not required)

General Counsel
Austin Travis County MHMR
P.O. Box 3548
Austin, TX 78764-3548

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7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CENTER'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 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 Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CENTER shall cooperate and coordinate with COUNTY staff and other Contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CENTER is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of CENTER shall be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies or otherwise. Both parties expressly acknowledge and agree that none of CENTER'S employees have a known contractual relationship with the COUNTY. No employee of COUNTY shall be considered an employee of CENTER, or gain any rights against CENTER pursuant to CENTER'S personnel policies or otherwise. Both parties expressly acknowledge and agree that none of COUNTY'S employees have a known contractual relationship with CENTER.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CENTER that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CENTER and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CENTER may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CENTER is free to provide services outside this Agreement as it sees fit at those times which CENTER is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

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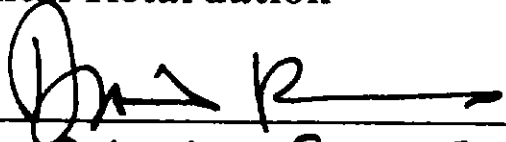
7.20 The person or persons signing this Agreement on behalf of CENTER, or representing themselves as signing this agreement on behalf of CENTER, do hereby warrant and guarantee that he, she or they have been duly authorized by CENTER to sign this Agreement on behalf of CENTER and to bind CENTER validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**Austin Travis County Mental Health
Mental Retardation**

Travis County


By: DAVID EVANS
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 1.2.09

Date: _____

Approved as to Legal Form By: 
Assistant County Attorney

Funds Verified By: Not Required
County Auditor

Approved by Purchasing:  2/9/09
Cyd Grimes, C.P.M., Purchasing Agent

ATTACHMENT A
SCOPE OF SERVICES & PERFORMANCE MEASURES

Substance Abuse Treatment Services

Objective: To provide a safe, nurturing, and emotionally supportive environment in which participants can address substance abuse use and issues and begin to identify, process and resolve the major life areas of dysfunction.

Program Description: The program will:

- Be designed to provide drug education/intervention, intensive supportive outpatient and aftercare.
- Address issues that are sensitive to those who have experienced negative consequences as a result of using/abusing drugs.
- Emphasis on trust, willingness, success and courage to change behavior.
- Include the development of positive peer support, healthy self-esteem and a positive image.

Drug Education / Intervention

A four (4) to (6) six weeks program intended to intervene in problems/situations and high risk behaviors, which, if not addressed may escalate to substance abuse. This section of the program will focus on:

- Raise awareness of the risk of substance use, and
- Abstain from further use of substances.

Intensive Outpatient Substance Abuse Treatment Program

An eight (8) to (12) twelve week program providing the following:

- Substance abuse education,
- Group counseling, and
- Individual counseling up to 3 days per week.

This intensive program focus will be:

- Drug Education
- Relapse Prevention
- Behavior change

Individual Program Assessment and plan: CENTER will recommend the Client's proposal plan and Travis County will approve and determine the length of a Client's time in treatment.

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AUDITORS OFFICE

PERFORMANCE MEASURE:

CENTER will provide Intensive Outpatient Treatment for Drug Court offenders as defined by DSHS Substance Abuse Services, Administrative Code, and Chapter 447.

Output Measures:

Contract output shall be measured by CENTER'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract in accordance with Attachment A Scope of Services.

Outcome Measures:

The CENTER shall track Clients, collect and share data with the Drug Court Program in accordance with confidentiality laws.

CENTER shall prepare hard copy documentation at the time periods described below:

1. Progress reports for all active Clients- weekly.
2. Number and type of participant hours attended by all Clients- weekly.
3. List of active Clients- monthly.
4. Requested documentation is not limited to the aforementioned types of information.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay CENTER at a rate of:

Description of Services	Cost
Group Counseling	\$17.00 per hour / per Client
Individual Counseling	\$54.00 per session

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ATTACHMENT C
INSURANCE REQUIREMENTS

Pursuant to Section 3.0 of this Agreement, CENTER shall have Standard Insurance meeting the General and Specific Requirements as set forth below and sufficient to cover the needs of CENTER and/or any subcontractor(s) pursuant to applicable generally accepted business standards.

I. General Requirements Applicable to All CENTER's Insurance.

The following requirements (A-J) apply to CENTER performing services or activities pursuant to the terms of this Contract. CENTER acknowledges and agrees to the following concerning insurance requirements applicable to CENTER :

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of this Agreement.
- B. Insurance shall be written by companies licensed in the State of Texas (as applicable) and subject to approval by Travis County, which approval will not be unreasonably withheld.
- C. Prior to commencing work under this Agreement, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Agreement.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of this Agreement by both parties or the effective date of the Agreement, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number. Copies of all applicable Certificate(s) shall also be submitted to the CPO within the same time frame.
- E. Insurance required under this Agreement which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Agreement and to require that CENTER make reasonable adjustments when the scope of services has been expanded.
- I. CENTER shall not allow any insurance to be cancelled or lapse during any term of this Agreement. CENTER shall not permit the minimum limits of coverage to erode or otherwise be reduced. CENTER shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverages specified in this Agreement are not intended, and will not be interpreted, to limit the responsibility or liability of CENTER or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to CENTER. CENTER acknowledges and agrees to the following concerning insurance requirements applicable to CENTER:

A. Workers' Compensation and Employers' Liability Insurance

- 1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- 2. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

- 1. Minimum limits:
 - \$1,000,000 per occurrence for coverage A and B with a \$2,000,000 policy aggregate
- 2. The Policy shall contain or be endorsed as follows:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

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 AUDITORS OFFICE

C. Business Automobile Liability Insurance

- 1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence
- 2. Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

D. Professional Liability Insurance

- 1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child in the event that any child is in the care of CENTER pursuant to the terms of this Agreement and to cover negligent acts, errors, or omissions arising out of any Professional Services under this Agreement.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Agreement is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Agreement expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

E. Blanket Crime Policy Insurance

1. If an advance against Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Funds allocated in this Agreement or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Agreement or the effective date of this Agreement, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Agreement expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: February 2, 2009
Name of Affiant: David Evans
Title of Affiant: Executive Director
Business Name of Proponent: Austin Travis County MHR Center
County of Proponent: Travis

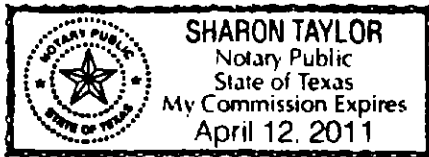
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "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 Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

[Signature]
Signature of Affiant
P.O. Box 3548, Austin, Tx 78764
Address

SUBSCRIBED AND SWORN TO before me by David Evans on Feb. 2, 2009.

[Signature]
Notary Public, State of Texas



Typed or printed name of notary
My commission expires: 04/12/2011

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AUDITORS OFFICE

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 14, 2009

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Executive Assistant.....	Josie Z. Zavala	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber*	
Executive Assistant.....	Garry Brown*	
Executive Assistant.....	Kelly Darby*	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
Special Assistant to Comm. Court.....	Christian Smith*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning .	Rodney Rhoades*	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec Manager, Health/Human Services.	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney	David Escamilla	
First Assistant County Attorney .	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division .	John Hille	
Attorney, Transactions Division .	Tamara Armstrong	
Attorney, Transactions Division .	Daniel Bradford*	
Attorney, Transactions Division .	Mary Etta Gerhardt	
Attorney, Transactions Division .	Barbara Wilson	
Attorney, Transactions Division .	Jim Connolly	
Attorney, Transactions Division .	Tenley Aldredge	
Attorney, Transactions Division .	Julie Joe	
Attorney, Transactions Division .	Christopher Gilmore*	
Attorney, Transactions Division .	Stacy Wilson	
Attorney, Transactions Division .	Sarah Churchill*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III.....	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Rebecca Gardner	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist.	Betty Chapa	
HUB Specialist.	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant.....	Dan Smith	02/15/09
Commissioner, Precinct 3.....	Gerald Daugherty.....	12/31/09
Executive Assistant.....	Robert Moore	12/31/09
Executive Assistant.....	Martin Zamzow.....	12/31/09

* - Identifies employees who have been in that position less than a year.

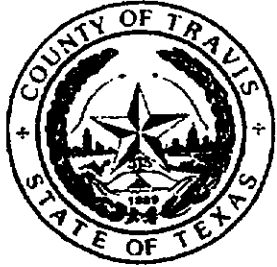
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AUDITORS OFFICE

EXHIBIT 2
DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

Donalyn Thompson-Biscoe

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.



TRAVIS COUNTY PURCHASING OFFICE

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

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

19

Cyd V. Grimes 2/9/09

Approved by: _____

Voting Session: Tuesday, February 17, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CUSTOM WELDING TRAILERS, IFB B090150-NB, TO THE LOW BIDDER, MAGNUM TRAILERS. (TNR)

Points of Contact:

- Purchasing:** Nancy Barchus 854-9764
- Department:** TNR, Joe Gieselman, Executive Manager, Christina Jensen, 854-9383
- County Attorney (when applicable):** John Hille, 854-9415
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:**

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

This contract requires the vendor to supply three (3) 4 X 8 Custom Welding Trailers with Miller Trailblazer 302 Welders to Transportation and Natural Resources.

On January 6, 2009, IFB # B090150-NB, Custom Welding Trailer, was issued through BidSync. Six (6) bids were received on January 29, 2009. The Purchasing Office concurs with Transportation and Natural Resources' recommendation to award a contract to the low bidder, Magnum Trailers.

➤ **Contract-Related Information:**

- Award Amount: \$20,200.05
- Contract Type: One Time Purchase
- Contract Period: Delivery period within 90 days after receipt of Purchase Order.

➤ **Solicitation-Related Information:**

Solicitations Viewed: <u>32</u>	Responses Received: <u>6</u>
HUB Information: <u>0</u>	% HUB Subcontractor: <u>N/A</u>

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: # 451540
- Funding Accounts: 001-4996-828-8020, 506-4996-808-8020
- 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.

Bid #B090150-NB - CUSTOM WELDING TRAILER

Creation Date **Dec 16, 2008** End Date **Jan 29, 2009 3:00:00 PM CST**
 Start Date **Jan 6, 2009 9:21:39 AM CST** Awarded Date **Not Yet Awarded**

B090150-NB-1-01 4 x 8 WELDING TRAILER WITH MILLER TRAILBLAZER 302 WELDER OR APPROVED EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Magnum Trailers ✓	First Offer - \$6,733.35	3 / each	\$20,200.05		Y
Agency Product Code: Agency Notes:			Supplier Product Code: 4x8 Welding Trailer Supplier Notes:		
Felling Trailers	First Offer - \$7,146.64	3 / each	\$21,439.92	Y	Y
Agency Product Code: Agency Notes:			Supplier Product Code: FT-3WELD Supplier Notes: Felling Custom FT-3 Drop Deck Welding Trailer		
San Antonio Southwest Trailers, LTD. <input checked="" type="checkbox"/>	First Offer - \$7,993.00	3 / each	\$23,979.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Davis Systems, Inc.	First Offer - \$8,956.25	3 / each	\$26,868.75		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Equipment Southwest	First Offer - \$9,340.00	3 / each	\$28,020.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: our quote comply with the custom built trailer, Miller Trailblazer 302 Gas Powered welder, Generator, Welding leads, Hose racks. or new quoted price will comply completely now that we have the drawings for the moveable work stations. THANK YOU FOR THIS OPPORTUNITY.		
Dallas Trailer Repair Co., Inc. [Ad]	First Offer - \$10,232.00	3 / each	\$30,696.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: All specifications for Trailblazer 302, welding accessories, work tables are being quoted exactly per bid requirements.		

Supplier Totals

Magnum Trailers ✓	\$20,200.05
Bid Contact Charles McLemore info@magnumtrailers.com Ph 512-258-4101 Fax 512-258-2701	Address 10806 Ranch Road 620 N Austin, TX 78726
Agency Notes:	Supplier Notes:
Felling Trailers	\$21,439.92
Bid Contact PATRICK JENNISSSEN pat@felling.com Ph 320-352-5239	Address 1525 Main Steet South Sauk Centre, MN 56378
Bid Notes To specs detailed out on bid sheet. Price includes delivery. 5 year limited structural warranty 3 year unlimited paint warranty	

Travis County

www.Felling.com	
Agency Notes:	Supplier Notes: To specs detailed out on bid sheet. Price includes delivery. 5 year limited structural warranty 3 year unlimited paint warranty www.Felling.com
San Antonio Southwest Trailers, LTD.	\$23,979.00
Bid Contact Christopher Skillings <u>cskillings@swcompanies.net</u> Ph 210-657-5828 x201 Fax 210-658-5886	Address 10302 IH 35 North San Antonio, TX 78121
Agency Notes:	Supplier Notes:
Davis Systems, Inc.	\$26,868.75
Bid Contact John Davis <u>davis_metals@yahoo.com</u> Ph 512-653-9683	Address PO Box 151419 Austin, TX 78715-1419
Qualifications HUB SB	
Agency Notes:	Supplier Notes:
Equipment Southwest	\$28,020.00
Bid Contact Mike Foley <u>dsmith@equipmentsouthwest.com</u> Ph 972-554-0725 x104 Fax 972-554-0194	Address 425 S. Loop 12 Irving, TX 75060
Qualifications LCL TX	
Agency Notes:	Supplier Notes:
Dallas Trailer Repair Co., Inc. [Ad]	\$30,696.00
Bid Contact Keith Carter <u>kcarter@dallastrailer.com</u> Ph 972-579-9027	Address 2455 East Highway 356 Irving, TX 75060
Agency Notes:	Supplier Notes:

Award Total

\$20,200.05 (Does not apply to percentage or no price items.)

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



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

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

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2009 FEB -5 AM 8:31
PURCHASING
OFFICE

February 3, 2009

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager

SUBJECT: Award of Solicitation B090150NB – Custom Welding Trailer

TNR has reviewed the above referenced bids and recommends award to the low bidder, Magnum Custom Trailer.

The commodity/sub-commodity code for this is 079/059. The budget lines are 001-4996-828-8020 and 506-4996-808-8020.

If you need additional information, please contact Christina Jensen at 854-7670.

CJ CJ:JPG:cj
Contract File

TRAVIS COUNTY
Account Balance Inquiry

2/04/09
10:20:28

Fiscal Year	:	2009
Account number	:	1-4996-828.80-20
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	96 CAR VEHICLE CENTRAL
Basic activity	:	82 CAPITAL AQUISITION FUNDS
Sub activity	:	8 INFRA & ENV SVC (TRN&RDS)
Element	:	80 CAPITAL EQUIPMENT
Object	:	20 AUTOMOBILES & TRUCKS

Budget	:	263,700
Encumbered amount	:	.00
Pre-encumbered amount	:	148,894.70
Expenditures	:	108,272.00
Total expenditures	:	257,166.70
Balance	:	6,533.30

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/04/09
10:20:50

Fiscal Year	:	2009
Account number	:	506-4996-808.80-20
Fund	:	506 L/T CERT OF OBLIG, 2007
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	96 CAR VEHICLE CENTRAL
Basic activity	:	80 CAPITAL PROJECTS
Sub activity	:	8 INFRA&ENV SVS (TRANS&RDS)
Element	:	80 CAPITAL EQUIPMENT
Object	:	20 AUTOMOBILES & TRUCKS

Budget	:	249,209
Encumbered amount	:	.00
Pre-encumbered amount	:	126,733.35
Expenditures	:	121,709.00
Total expenditures	:	248,442.35
Balance	:	766.65

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000451540

REQUISITION BY: CHRISTINA JENSEN 854-9383

STATUS: BUYER PROCESSING
REASON: ROUTINE PURCHASE

DATE: 9/23/08

SHIP TO LOCATION: TNR - SATELLITE TWO

SUGGESTED VENDOR: 5895 MAGNUM CUSTOM TRAILER

DELIVER BY DATE: 10/31/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TRAILERS W/WELDER MAGNUM WELDING TRAILER	3.00	EA	6733.3500	20200.05	

- 3500LB, ST205114 "C", 2" COUPLER
 WITH TRAILBLAZER 302 KOHLER WELDER #MIL907216
 2 - 100' WELDING CABLES, FLEX SIZE 2
 AF2 ELECTRODE HOLDER 200 AMP POP
 EG300 GROUND CLAMP 300 AMP POP
 LG2 CABLE LUG NO.6NO.22 PACK

 REPLACEMENTS FOR UNITS TNR3947, TNR3977, TNR3978
 COMMODITY: AUTO MAJOR TRANSPORTATION
 SUBCOMMOD: TRAILERS, CUSTOM

REQUISITION TOTAL: 20200.05

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149968288020	CAPITAL EQUIPMENT	66.67	13466.70
1	50649968088020	AUTOMOBILES & TRUCKS		
		CAPITAL EQUIPMENT	33.33	6733.35
		AUTOMOBILES & TRUCKS		
		KEQ001		
		Capital Equipment		
				20200.05

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20080923 RT



TRAVIS COUNTY PURCHASING OFFICE

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

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

20

Approved by: _____

Cyd V. Grimes 2/9/09 MB

Voting Session: Tuesday, February 17, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 08K00128RV, THE BARR COMPANY, FOR PRECINCT TWO OFFICE BUILDING MODIFIED ENTRY AND SECOND FLOOR EXPANSION. (FM)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Carolyn O' Hara, R.A., Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

This contract requires the vendor to provide all labor and materials necessary for the construction of the Precinct Two Office Building, Second Floor Expansion.

The proposed modification will revise the required electrical services per the City's (Austin Energy) new requirements, and includes other lighting-related electrical changes to the project. It increases the contract by \$53,521.07, from \$2,570,008.91 to \$2,623,529.98.

Modification No. 2 was issued to provide structural changes to the elevator and made other changes to the project. It increased the contract by \$43,335.66, from \$2,526,673.25 to \$2,570,008.91.

Modification No. 1 was issued to add additional elevator steel framing and made other minor changes to the project. It increased the contract by \$26,673.25, from \$2,500,000.00 to \$2,526,673.25.

➤ **Contract Expenditures:** Within the last 10 months \$1,852,681.02 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$53,521.07 (Firm Amount)

Modification Type: Construction

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% HUB Subcontractor: 31%

➤ **Special Contract Considerations:**

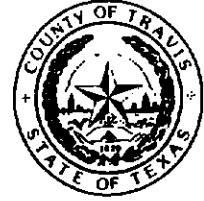
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: (Requisition No. 461820)
- Funding Account(s): 510-1405-801-8105
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: PCT2-11-06C-2E

FILE: 802

TO: Cyd Grimes, CPM, Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director
FROM: Carolyn O'Hara, A.I.A., Project Manager
DATE: January 15, 2009

A handwritten signature in black ink, appearing to read "Roger A. El Khoury", with a long horizontal line extending to the right.

SUBJECT: Construction of PCT2 Modified Entry and 2nd Floor Expansion
Contract Modification No. 3, The Barr Company
Contract No. 08K00128RV, Auditor's Project No. KP2002

This Contract Modification No. 3 is for changes to the construction work at Precinct Two Office Building as described in the attached documentation.

This Contract Modification will increase the contract by \$53,521.07 from \$2,570,008.91 to \$2,623,529.98, and will not increase the Contract time. Funds for this Contract Modification are encumbered under the requisition number 461820. Facilities Management Department recommends approval.

In accordance with the procedure to secure this Contract Modification, this request is being forwarded along with the supporting documents for Commissioner's Court Approval on January 27, 2009. If approved, please issue a fully executed Contract Modification to The Barr Company. If you have any questions or need additional information, please call Carolyn O'Hara at extension 4-4285. Your consideration and approval of this Contract Modification will be appreciated.

ATTACHMENTS:

- 1) Contract Modification No. 3
- 2) Supporting documents

COPY TO:

Richard Villareal, Purchasing Agent Assistant, Purchasing Office
Amy Draper, CPA, Financial Manager
Ben Noack, Architectural Associate

TRAVIS COUNTY CONSTRUCTION CHANGE ORDER

CHANGE ORDER No. 3:

DATE: January 6, 2009

CONTRACTOR:

The Barr Company
612A West 22nd St.
Austin, TX 78705

PROJECT:

Precinct Two Office Building Modified Entry and 2nd
Floor Expansion
Bid No. B080128-RV
Contract No. 08K001284RV

ISSUED BY:

Travis County Purchasing Office
314 West 11th Street, Rm. 400
Austin, TX 78701
(512) 854-9700 / Fax (512) 854-9185

PROJECT MANAGER:

Facilities Management
1010 Lavaca St., Suite 400
Austin, TX 78701
(512) 854-9661 / Fax (512) 854-9226

DESCRIPTION OF CHANGES:

1. Pursuant to the Texas Local Government Code Section 262.031, the County and the Contractor hereby modify the Construction Contract (including plans and specifications), in accordance with the changes outlined in the following one (1) page attached to this modification, incorporated herein as if set out at length.
2. The Contractor agrees to provide supervision, labor and material in general compliance with the contract documents and as specifically described in the attachments. This Change to the Work includes:

Minor changes as described following page.

Except as provided herein, all terms, conditions, and provisions of the above referenced contract as heretofore amended, remain unchanged and in full force and effect. Contractor agrees that by executing this Change Order he has been fully compensated for the Work (cost and schedule impact) that is the subject of this Change Order. Contractor agrees to make no further claim, by any type of remedy, in relation to this Modification.

Cost/Schedule Impact:	Increase: \$53,521.07	Decrease:	Add: 0 Days
The original Contract Sum was		\$	2,500,000.00 ✓
Net change by previously authorized Change Orders		\$	70,008.91-
The total contract sum prior to this Change Order No. 3		\$	2,570,008.91-
The total contract sum will be <u>increased</u> by this Change Order		\$	53,521.07 ✓
The total contract sum including this Change Order No. 3		\$	2,623,529.98 ✓
The Contract Time will be: <u>increased</u>			0 days
The Substantial Completion Date for the Project as of this Change Order is			January 30, 2009.

AGREED TO: The Barr Company 1/13/09
 Signed: [Signature]
 By: Marcela Rodriguez- Barr, A.I.A. Date
 Contractor

RECOMMENDED BY: Facilities Management
 Signed: [Signature] 1/15/09
 By: Roger A. El Khoury, M.S., P.E. Date
 Director of Facilities Management

RECOMMENDED BY: Facilities Management Office
 Signed: [Signature] 1/15/09
 By: Carolyn O'Hara, A.I.A. Date
 Travis Co. Project Manager

RECOMMENDED BY: Travis Co. Purchasing
 Signed: [Signature] 2/9/09
 By: Cyd V. Grimes, C.P.M. Date
 Purchasing Agent

APPROVED BY: Travis Co. Commissioners Court

Signed: _____
 By: Samuel T. Biscoe Date
 County Judge

Change Order #3

CP #19R: \$ 18,188.29 Revised Electrical Service per City of Austin requirements
CP #21R: \$ 35,332.78 Lighting-related electrical changes
Total: \$ 53,521.07, add no days



TRAVIS COUNTY PURCHASING OFFICE

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

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

21

Cyd V. Grimes 2/10/09 NB

Approved by: _____

Voting Session: Tuesday, February 17, 2009

REQUESTED ACTION: APPROVE CONTRACT NO. PS090162ML TO ORCHID CELLMARK FOR PROFESSIONAL DNA CONSULTING AND ANALYSIS SERVICES. (DISTRICT ATTORNEY'S OFFICE)

Points of Contact:

Purchasing: Michael Long

Department: District Attorney's Office; Efrain DeLaFuente, Gail Van Winkle, Vicki Skinner

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

09 FEB 10 PM 3:30
COUNTY PURCHASING OFFICE

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

The District Attorney's Office is requesting approval of a contract with Orchid Cellmark for the provision of professional laboratory testing, analysis and expert witness services in biotechnology.

The Purchasing Agent is requesting that this contract be exempted from the competitive proposal process as this is a professional service. Paragraph 4.10, Exemption from County Purchasing Act, reads as follows... "Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services." By approving this contract, the Court hereby exempts it from the competitive proposal process..

➤ **Contract-Related Information:**

Award Amount: Not-to-exceed \$80,000.00 (as needed)

Contract Type: (Professional Services Agreement)

Contract Period: 2/17/09 thru 9/30/09

Modification Type: N/A



Rosemary Lehmberg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

JAN 13 2009

TO: Cyd Grimes, Purchasing Agent

FROM: Vicki Skinner, District Attorney's Office

Vicki Skinner for Rosemary Lehmberg

DATE: January 13, 2009

SUBJECT: Contract with Orchid Cellmark

The District Attorney's Office is requesting a contract with Orchid Cellmark for the provision of professional laboratory testing, analysis and expert witness services in biotechnology. They will provide: 1) identification analysis using Polymerase Chain Reaction (PCR) including Short Tandem Repeats (STR), Y-STR and Mini-STR and Single Nucleotide Polymorphism (SNP); 2) identification and analysis through mitochondrial DNA sequencing; 3) analysis of the statistical likelihood of DNA evidence; 4) reports detailing test analysis, results and opinions; and 5) pretrial consultation and expert witness testimony.

Orchid Cellmark is respected in the industry and is able to provide highly sophisticated, in-depth DNA analysis within the timeframes we require for case preparation and presentation. The company's forensic DNA testing services in the United States are concentrated in a laboratory in Dallas and one in Nashville. The primary casework analysis is provided primarily from the Dallas facility (closest in proximity to Austin) and was founded in 1987. Both laboratories hold multiple accreditations with third party agencies. Orchid Cellmark-Dallas is accredited by American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB-International), American Association of Blood Banks, New York State Department of Health, Texas Department of Public Safety and ISOIEC 17025 Forensic Quality Services (FQS-I).

The District Attorney's Office requests a contract that will be used on an as-needed basis for an annual amount not to exceed \$80,000. We appreciate the assistance of the Purchasing Office in obtaining a contract with Orchid Cellmark so that the District Attorney's Office can proceed with these expert professional services required for major felony cases.

Cc: Rosemary Lehmberg, District Attorney
Jim Connolly, Assistant County Attorney

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: **Contract is being routed to Contractor for signature.**

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s):
- Comments: As this contract will be used on a as needed basis, a requisition will be processed as services are required.

Statutory Verification of Funding:

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

WS# 23
VS# 23

**TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST**

Please consider the following item for: Voting Session Feb. 17.

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of January 2009.
- C. Approved by: _____
Signature of Commissioner or Judge.

- II. A. Copies reports delivered to Commissioners on Thursday, February 12, 2009.
- B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No X Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

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

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

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

09 FEB 12 PM 1:55
COUNTY CLERK
TRAVIS COUNTY

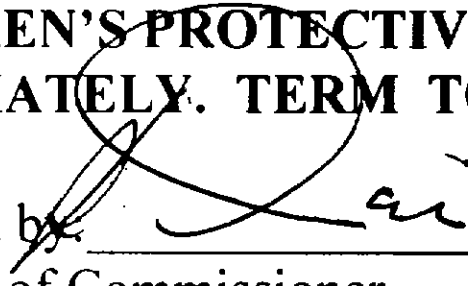
AGENDA REQUEST

VS # 24

Please consider the following item for voting session 02/17/2009

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:
APPOINT RONDA DARDIN SCHULTZ TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD EFFECTIVE IMMEDIATELY. TERM TO EXPIRE FEBRUARY 2012. (DAVIS)

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:

Ronda Dardin Schultz - 512-594-3600

Jim Lehrman, LMSW-AP, HHS & VS - 512-854-9879

COUNTY REQUEST OFFICE
09 FEB 10 PM 1:04

III. PERSONNEL

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

IV. BUDGET REQUEST:

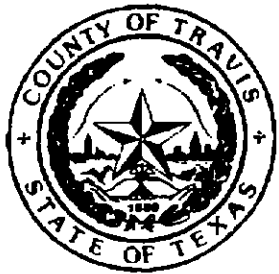
If your request involves any of the following please check:

- 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.



Application for Appointment

Board/Commission: **Travis County Children's Protective Services Board**

Name (Last, First, Middle): Schultz, Ronda Dardin	
Home Address (Street, City, Zip): 12727 Withers Way Austin, TX 78727	Home Phone: 512.832.7987
Mailing Address (Street, City, Zip): same	Email: rschultz@austin.rr.com
Employer: Pflugerville Independent School District	Business Phone: 512.594.3600
Occupation: Nurse	FAX Number: 512.594.3605
Ethnicity: Caucasian	Male/ Female: F

Are you a Travis County Resident?

Yes No

What Precinct do you live in?

Precinct 1 Precinct 2
 Precinct 3 Precinct 4

How much time can you devote each month?

5-8 hours 13-16 hours
 9-12 hours More than 16 hours

Skills and Experience:

- | | | |
|---|---|--|
| <input type="checkbox"/> Advertising | <input checked="" type="checkbox"/> Finance/ Budget | <input type="checkbox"/> Marketing |
| <input checked="" type="checkbox"/> Administration Management | <input checked="" type="checkbox"/> Fund Raising | <input checked="" type="checkbox"/> Operations |
| <input checked="" type="checkbox"/> Child Care | <input checked="" type="checkbox"/> Government | <input checked="" type="checkbox"/> Public Relations |
| <input checked="" type="checkbox"/> Consulting | <input checked="" type="checkbox"/> Health Care | <input checked="" type="checkbox"/> Public Speaking |
| <input checked="" type="checkbox"/> Education | <input checked="" type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> Sales |
| <input checked="" type="checkbox"/> Event Planning | <input checked="" type="checkbox"/> Legal | <input checked="" type="checkbox"/> Writing/ Communication |

Other: I have extensive business, technology, and data analysis/statistics experience. See next section.



Application for Appointment

Please describe your interest in serving on the Board and any qualifications, areas of expertise or special interests that relate to your possible appointment.

I have a great deal of well as experience working with CPS and all related entities, including the court systems, from various perspectives. As faculty at the University of Texas at Austin School of Nursing, I prepared and delivered lectures on child abuse. I worked on an international child abuse team. While working on my Master's I assisted with some research/cataloging of child abuse in TX. I am a member of the Healthy Child Care Task Force. I am a clinically current pediatric critical care nurse. I recently accepted a position at a school district (leaving UT and the Dell Children's Medical Center) in order to work more at the community level. I am a strong and passionate child advocate and experienced board member. I am very excited about the opportunity to assist our county's children.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: Ronda D. Schutt MSN, RN

Date: 8.20.2008



Volunteer Application

Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected, by contacting the person or unit to whom you submitted this form.

Name (Last, First, Middle) Schultz, Ronda Dardin	Preferred Name	Date of Birth 10/07/1956	Home Telephone 512.832.7987
Address (Street, City, State, ZIP Code) 12727 Withers Way Austin, TX 78727			County Travis
Other Names Used/Known By (list any other names (aliases) you have used, such as maiden name, previous married name, etc): Ronda Marie Dardin Ronda Marie Henderson	Organization Represented (if applicable):		Who referred you to DFPS? friend

Why do you want to volunteer for DFPS?
I would like to help our county's children

Applicable skills:
previous experience and expertise in the field

Type of volunteer service preferred: **CPS Board, open**

Are you willing to receive training for another assignment? Yes No

Education (Check highest level completed):

Elementary School
 Middle School
 High School
 Vocational or Technical Training
 College
 Graduate School

Interns:
 undergraduate
 graduate
 post graduate

University **University of TX Austin**
Date of undergraduate degree **12/1986**
Date of graduate degree **12/2005**

Additional Languages (list):

	Speak	Read	Write
Spanish	<input checked="" type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent
	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent
American Sign Language	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> NA	

Previous volunteer experience:

Organization:	Position:	Responsibilities:
see CV		

Date(s) and time(s) available:

Days per week: as necessary

Hours per week: as necessary

Comments:



Volunteer Application

Are you presently employed?

Yes No

If yes, where? Pflugerville ISD Work Telephone 512.594.3635

Address: 1401-A Pecan Pflugerville TX 78660

Occupation: nurse

Prior employment:

Company:
see CV

Position:

Responsibilities:

Can you provide transportation for others?

Yes No If yes, please complete Transportation Form 250c

Please list three (3) personal references (excluding relatives):

Name:

Address:

Telephone #:

Melissa Miller

Austin TX

512.339.0868

Anne Hagen

Austin TX

512.497.9920

Jenny Krall

Austin TX

512.507.9017

Volunteer Agreement

I affirm that the information that I have provided is true and correct to the best of my knowledge.
I agree to conform with the Texas Department of Family and Protective Services rules and regulations to the best of my ability.
I agree to respect the confidential nature of case information and any personal contact with clients.
I agree to inform the department if I am named in complaints or indictments or convicted of offenses.
I understand that I will begin service on a reciprocal trial basis and agree to participate in orientation and training.

Ronda D. Schultz
Signature of Volunteer

9-3-2008
Date

In case of emergency, please notify:

Name

Dan Schultz

Relationship

spouse

Telephone #

512.832.7987

Address

12727 Withers Way Austin, TX 78727

VOLUNTEER CONFIDENTIALITY STATEMENT

I, Ronda D. Schultz, am a volunteer for the Texas Department of Family and Protective Services. I UNDERSTAND:

- The information provided by DFPS is confidential by law;
- The information provided by DFPS may not be used for any purpose other than the purpose for which I am volunteering; and
- Any information, including client identities and case details, obtained while I am volunteering with DFPS must not be discussed or disclosed to any person, other than current DFPS employees and volunteers, and then only on a strict need-to-know basis within the scope of the volunteer placement.

I also UNDERSTAND the disclosure of this confidential information may be considered a violation of law subject to a criminal penalty under both the Texas Open Records Act, §552.352 Government Code and/or §40.005(e) Human Resources Code.

I have read this confidentiality statement fully, I understand what it means, and I am signing it freely and voluntarily.

Ronda D. Schultz
Signature of Volunteer

9-3-2008
Date

Signature of Parent (if the volunteer is a minor)

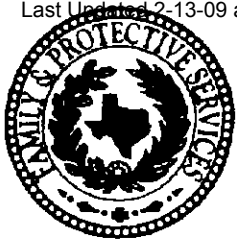
Date

This original Volunteer Confidentiality Statement must be returned to

[Placement Supervisor], DFPS,

[Address],

[City], TX [Zip Code].



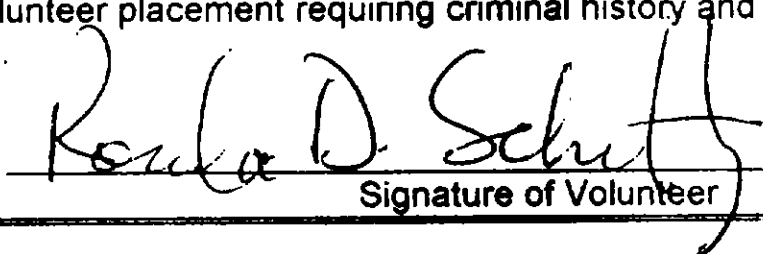
BACKGROUND CHECK AUTHORIZATION

Note: This form should be attached to Part I, Volunteer Application, Form 0250a.

First Name Ronda	Middle Name Dardin	Last Name Schultz			
Other names or spellings used (married, maiden, alias, etc.) - First, Middle, Last (continue on back as needed) Ronda Marie Dardin					
Residence Street Address 12727 Withers Way		City Austin	County Travis	State TX	Zip Code 78727
Residence Telephone No. (A/C) 512832.7987	Date of Birth 10/07/1956	Gender : <input type="checkbox"/> Male - <input checked="" type="checkbox"/> Female		SSN 456-08-4269	
<input type="checkbox"/> Am Indian/AK Native (Hispanic)	<input type="checkbox"/> Am Indian/AK Native (non-Hispanic)	<input type="checkbox"/> Asian/Oriental (Hispanic)	<input type="checkbox"/> Asian/Oriental (non-Hispanic)		
<input type="checkbox"/> Black (Hispanic)	<input type="checkbox"/> Black (non-Hispanic)	<input type="checkbox"/> Black-White (Hispanic)	<input type="checkbox"/> Black-White (non-Hispanic)		
<input type="checkbox"/> Other (Hispanic)	<input type="checkbox"/> Other (non-Hispanic)	<input type="checkbox"/> White (Hispanic)	<input checked="" type="checkbox"/> White (non-Hispanic)		
<input type="checkbox"/> Nat Hawaii/Pac is (Hispanic)	<input type="checkbox"/> Nat Hawaii/Pac is (non-Hispanic)	<input type="checkbox"/> Unable to Determine (or, none of the above)			
List other places you have resided (for a minimum of the past 5 years - continue on back as needed) at current address 9 years					

Volunteer Agreement

I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks and authorize the department to conduct these checks.


 Signature of Volunteer

9-3-2008
 Date

Return Results to:

Full Name	Contact Phone	MAIL CODE
Program (APS, CPS, CCL), Unit and Location		
PLEASE NOTE: Failure to complete each of these fields could delay the return of your volunteer's background check results.		

RONDA SCHULTZ, MSN, RN

12727 Withers Way
Austin, Texas 78727

rschultz@austin.rr.com

C: 512.771.2364
H: 512.832.7987

MOTIVATIONAL & STRATEGIC HEALTHCARE LEADERSHIP EXECUTIVE

skilled in leading the forward execution of large-scale healthcare and technology operations.

Clinically current and licensed MSN RN experienced in managed care business models.

Accomplished strategic leadership management executive passionately committed to identifying and developing new strategies for healthcare organizations to efficiently leverage human and technology resources to effect healthcare delivery system improvements. Recognized high-energy, passionate leader and management specialist skilled in operating in demanding, undefined environments and providing vision and strategic direction to cross-functional project teams. Experienced nurse educator and technology and business expert with demonstrated cross-cultural / pan-organizational communications expertise seeking a challenging role in healthcare systems leadership.

CAREER HIGHLIGHTS

Healthcare—Nurse Education / Hospital-based Direct Patient Care • 2002 to Present

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT 2008—Present

SCHOOL NURSE

Work with at-risk student population for nursing health issues. Mentor undergraduate and graduate nursing students. Function as school district liaison; supervise nursing assistant staff and work with other professional staff to assist at-risk population.

SCHOOL OF NURSING / UNIVERSITY OF TEXAS AT AUSTIN 1/2006 to 5/2008

INSTRUCTOR OF CLINICAL NURSING (PEDIATRIC & ADULT)

Lead, mentor and teach undergraduate and graduate nursing students theory and application of clinical nursing, and leadership and management programs including legal and ethical aspects of practice. Function as school district and hospital liaison and clinical rotation coordinator to ensure experience meets all regulatory requirements; supervise nursing assistant staff and students. Manage clinical instruction, testing, student counseling and grading. Volunteer and assigned committee leadership:

- Admissions / Disaster Preparation Committee / Healthy Childcare Texas Task Force / University Health Services and City of Austin Flu Shot Clinics / Texas Nursing Association Board Member / Sigma Theta Tau Int'l Chapter President

DELL CENTRAL TEXAS CHILDREN'S MEDICAL CENTER 2005 to 2008

RN II / PEDIATRIC INTERMEDIATE CARE UNIT & PICU

Exercise clinical competency on a PRN basis within nurse educator contractual obligations.

ST. DAVID'S MEDICAL CENTER, Austin, Texas 2002 to Present

RN / EMERGENCY ROOM (2007 to Present)

Exercise clinical competency on a PRN basis within nurse educator contractual obligations.

PATIENT CARE TECHNICIAN II (2002 to 2003)

Re-entered healthcare field by providing compassionate direct patient care in the Emergency, Surgery, PACU and Presurgery Departments.

NGO Volunteerism & Leadership • 2005 to Present

PROJECT HOPE ~ Humanitarian Relief Efforts / In Country and Onboard USN/USNS Ships

MEDICAL DIRECTOR, Guatemala / El Salvador CA (USS BOXER Operation Continuing Promise 2008

April to June 2008

MEDICAL DIRECTOR, Republic of the Philippines / Vietnam / Papua New Guinea / Solomon Islands / Republic of the Marshall Islands (USS Peleliu Pacific Partnership 2007)

July to September, 2007

CHIEF NURSING OFFICER, Republic of the Philippines / Indonesia (USNS Mercy) May to June, 2006

DIRECTOR OF NURSING, Indonesia Tsunami Relief Effort (USNS Mercy) January to March, 2005

Coordinated with military and non-military entities of multiple governments as key member of volunteer leadership of non-governmental (NGO) organization providing humanitarian medical assistance during times of acute crises or on medical diplomacy / humanitarian assistance missions.

- Demonstrated uncompromising leadership, **unflagging energy** and critical nursing abilities to lead 100s of healthcare volunteers (medical, nursing, nurse educators, and ancillary professionals, etc.) and accomplish objectives of extremely complex and politically sensitive international missions.
- Drew upon specialized knowledge of and experience **working** with US military and the US Navy Fleet Command element and personnel. Managed 20 direct report **civilian** volunteers, coordinated patient logistics and provided clinical and educational expertise as appropriate. **Coordinated** operations with US and foreign civilian and military medical and logistics resources.
- Functioned as civilian ambassador to **political and military** entities including US and host nation dignitaries.
- Assisted with administration and coordination of **gift-in-kind** donations and dispensing of over \$8MM of pharmaceuticals and other medical supplies.

IT/ IS Network Security, Administration & Project Management • 1993 to 2002

Honed leadership skills building teams, solving complex technical problems and managing large-scale projects and special programs. Rapidly progressed from technical support, customer service and program administration (software volume licensing) roles to corporate IT integration, network operations and information security project management (at the Manager / Director level) culminating in independent network security design consulting (2002). Corporate employers and highlights:

- Lucent Technologies, Austin / Houston, Texas (2000 to 2001)—Network Project Manager of a multimillion-dollar telecommunications project implementing fiber optic system across Texas. Invoked high-level communications and negotiations skills to gain buy-in and cooperation from customer and coordinate with FCC, Bell companies and various unions while complying with strict contractual constraints. Co-managed 4 direct regional reports and administered a \$112MM project budget. Initially recruited to company as a Network Security Consulting Engineer.
- Quintus Corporation, Texas / California (1999 to 2000)—Executed various roles as Project Manager (corporate acquisition IT integrations / product demonstration design and setup), Site Manager and Manager / Director of corporate network operations, worldwide support and information security for this pioneering leader in eCRM.
- Computer Sciences Corporation, San Antonio / Austin, Texas (1996 to 1999)—Functioned as senior network analyst prior to promotion to senior member of technical staff. **Attained** TS/SCI security clearance to function as government contractor and part of Intrusion Detection Team to test and then remediate network security. Designed and taught network security and maintenance classes.
- Dell Computer Corporation, Austin, Texas (1993 to 1996)—Promoted from technical support and customer service functions into executive liaison due to negotiation skills, and then program administration (software licensing) and peripherals integration consulting positions. Attended leadership seminars and quality programs.
- Sports Rehabilitation Clinic of Houston – Practice Manager for multi-physician practice, turned around business to achieve business success and support 150% growth in one year.

Early Career • 1974 to 1993

Steady progression executing increasingly responsible positions in financial analysis, business negotiations, technical and business process / implementation consultation, human services (sexual abuse field casework), accounting, healthcare, medical research and administrative roles. Healthcare, corporate, state and private employers (all within the State of Texas):

- Monitoring Systems, Inc. (financial management / negotiations) / Harris County Children's Protective Services / General Dimensions Corporation (logistics consulting) / Houston Lighting & Power Company (finance / budget) / Methodist Hospital (clinical nursing / technical and nursing support) / Baylor College of Medicine (research and technical assistant)

MILITARY SERVICE

United States Naval Reserves • 8 years
Periodically activated for special projects such as:
Business Process Liaison to US Navy in Europe (1993) determining
value of and logistics for recovering computer and technical assets.

EDUCATION

Master of Science / Nursing Systems • 2005 • UNIVERSITY OF TEXAS AT AUSTIN

Master's Degree Research / Governor's Office, State of Texas:

Governor's Fellowship Intern / Budget, Planning & Policy Division • 2005

Analyzed comparative policies to prepare comprehensive reports for the Health & Human Services Division.

School of Nursing:

Outstanding Graduate Student • 2005

Teaching, Research & Computer Assistant • 2003 to 2005

Computer Utilization Committee / Graduate Student Representative • 2003 to 2005

Disaster Committee / Systems Representative • 2006 to Present

Association of Nurses in Graduate School (ANGS):

Immediate Past President • 2005 to 2006

Chair / Fundraising Committee • 2004 to 2006

President • 2004 to 2005

Project Manager / Football Concessions • 2004 to 2005

VP / Administration • 2003 to 2004

Student Advisory Committee to Provost:

Student Representative • 2004 to 2005

Bachelor of Science / Psychology • 1986 • UNIVERSITY OF HOUSTON

CERTIFICATIONS & LICENSES

Healthcare:

Registered Nurse / State of Texas • 2004

Advanced Cardiac Life Support (ACLS) / Basic Life Support (BLS) / Pediatric Advanced Life Support (PALS)

CPR Instructor • 1998 to 2001

EMT-B • 1996 to 2000

Technology Toolkit:

Microsoft Certified Systems Engineer (MCSE)

Microsoft Certified Professional (MCP) / MCP+Internet (MCP+I)

Checkpoint Certified Security Network Administrator (CCNA)

Certified Network Administrator (CNA)

CISSP (in progress)

Microsoft Volume Licensing Administration

Windows 2000 Server / Security / Exchange Advanced Training

Network Security & Forensics Training

Security:

TS / SCI awarded 1999 (not currently sponsored)

LEADERSHIP ACTIVITIES / VOLUNTEERISM

Medical / Disaster Preparation / Community Service / Civic Involvement

Project HOPE • 2005 to Present • Presidential Volunteerism Awards (2007, 2006, 2005)

Healthy Child Care Task Force (TX) board member/nursing representative 2007-present
Sigma Theta Tau International • Chapter President (2006 to 2008)
Texas Nurses Association • District 5 Board Member (2006-2008)
Federal & State Elections • Precinct Chair (2002 to 2004); Voter Registrar (2002 to 2004); Election Judge
Texas Medical Rangers • Volunteer
YMCA • Volunteer / Child Health Education Events
Neighborhood Association • Past Committee Chair
Austin Police Department • Victim Services / Volunteer Crisis Counselor (2000 to Present)
Disaster Exercises • Volunteer (2004, 2003, 2001)
Meals on Wheels • Volunteer (2002 to 2003)

Travis County Commissioners Court Agenda Request

Meeting Date: February 17, 2009

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE COUNTY STAFF AND APPROPRIATE CONSULTANTS TO THE COUNTY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO PROCEED WITH THE REFUNDING OF A PORTION OF THE COUNTY'S OUTSTANDING LIMITED TAX DEBT.

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.

ESTRADA - HINOJOSA

INVESTMENT BANKERS

COUNTY RECEIVED
4903340 PM 3:05

January 22, 2009

Mr. Ladd Pattillo
D. Ladd Pattillo & Associates
3355 Bee Caves Road, Suite 204
Austin, TX 78746

Dear Ladd:

We are always anxious to identify opportunities that produce savings for issuers we follow closely. Attached please find a refunding analysis for Travis County.

With a Par Amount of \$ 24,710,000, the County can refund \$ 25,450,000 of its outstanding limited tax debt, including portions of its Certificates of Obligation, Series 1998, Permanent Improvement Bonds, Series 1998 and 1999, and Limited Tax Refunding Bonds, Series 1999.

The proposed refunding produces \$1,724,802 in present value savings, representing 6.77% as a percentage of the refunded bonds.

Assumptions

- Current Market "AAA" Scale as of 01/22/09
- Dated / Delivery Date: 03/01/2009
- Cost of Issuance: \$ 170,000
- Underwriters Discount: \$5.50 / Bond

We would very much appreciate the opportunity to serve as Senior Manager if you pursue this financing or any other financings for the County.

Estrada Hinojosa's extensive overall underwriting experience includes participation in 1,641 transactions totaling over \$125 billion in par value. From 2002 through 2008, the Company participated in 934 transactions totaling \$83 billion in par value. The Company has positioned itself as a leader in underwriting among bookrunning senior managers of municipal debt in Texas.

Estrada Hinojosa consistently ranks among the top bond underwriting and financial advisory firms in the Southwest. The firm completed a total of 218 transactions in 2008 totaling more than \$28.4 billion. Since its inception, the firm has been involved in 1,641 bond underwritings totaling over \$125 billion and has provided financial advisory services on 894 financings totaling more than \$47 billion.

We will continue to monitor this financing and provide you periodic updates. In the meantime, if we can assist you in any way, please feel free to call me at 210-223-4888.

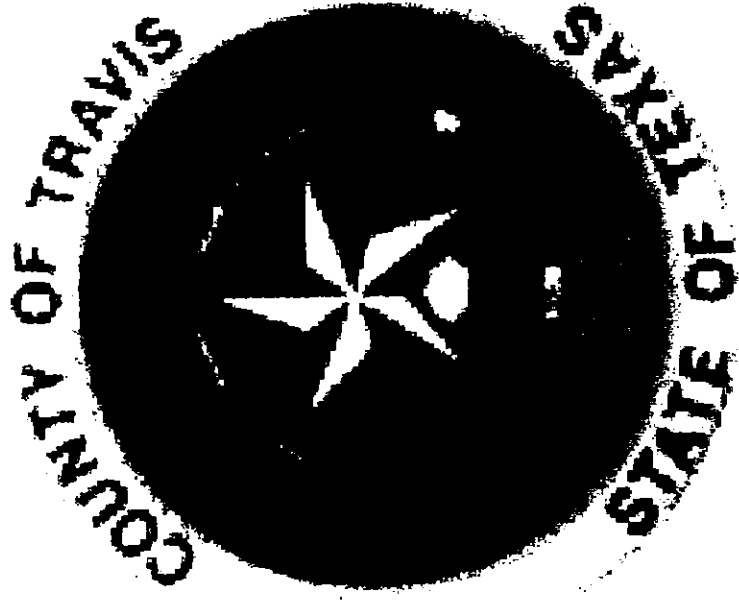
Sincerely,

Donald J. Gonzales
Managing Director

cc: Mr. Paul Jack, firm
Mr. Adrian Galvan, firm

ESTRADA HINOJOSA & COMPANY, L.P.
1717 Main Street
40th Floor, Box 47 ■ Dallas, Texas 75201
214-259-6700 ■ (800) 678-5352 ■ Fax (214) 259-1217

PRESENTED TO



LIMITED TAX REFUNDING BONDS, SERIES 2009

-REFUNDING ANALYSIS-

ESTRADA • HINOJOSA

REGISTERED PROFESSIONAL ACCOUNTANTS

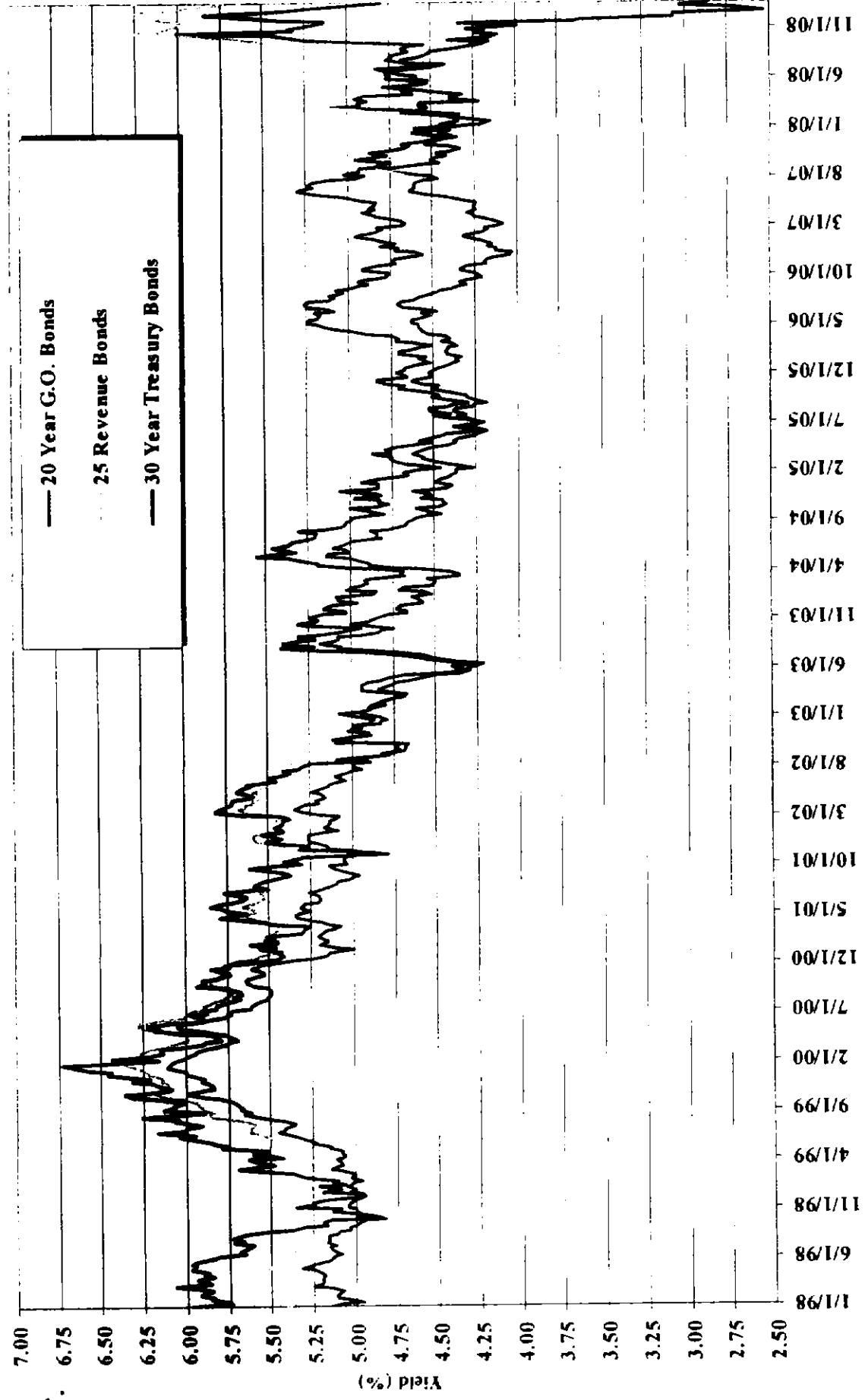
Dallas • Austin • Houston • Miami • San Antonio • San Diego
January 23, 2009

Refunding Opportunity

- ❖ The County issued:
 - Certificates of Obligation, Series 1998
 - Permanent Improvement Bonds, Series 1998
 - Permanent Improvement Bonds, Series 1999
 - Limited Tax Refunding Bonds, Series 1999

❖ The Bonds can be currently refunded at par.

Bond Buyer Indices
 30-Year Treasury, 25-Revenue Bond Index, and 20-GO Bond Index
 January 1998- Present



Eligible Bonds and Maturities

Issue	Maturity Date	Interest Rates	Par Amount	Call Date	Call Price	2009 Rates	Difference
Certificates of Obligation, Series 1998	3/1/2017	4.000%	\$ 3,100,000	3/1/2009	100.00	2.750%	1.25%
	3/1/2018	4.000%	3,265,000	↓	↓	3.020%	0.98%
			<u>\$ 6,365,000</u>				

Issue	Date	Rates	Amount	Call Date	Call Price	2009 Rates	Difference
Permanent Improvement Bonds, Series 1998	3/1/2010	4.400%	\$ 575,000	3/1/2009	100.00	1.000%	3.40%
	3/1/2018	4.000%	860,000	↓	↓	3.020%	0.98%
			<u>\$ 1,435,000</u>				

Issue	Maturity Date	Interest Rates	Par Amount	Call Date	Call Price	2009 Rates	Difference
Permanent Improvement Bonds, Series 1999	3/1/2011	4.500%	\$ 1,320,000	3/1/2009	100.00	1.500%	3.00%
	3/1/2012	4.600%	1,370,000	↓	↓	1.600%	3.00%
	3/1/2018	4.500%	\$ 1,700,000	↓	↓	3.020%	1.48%
	3/1/2019	4.500%	1,765,000	↓	↓	3.300%	1.20%
			<u>6,155,000</u>				

Issue	Maturity Date	Interest Rates	Par Amount	Call Date	Call Price	2009 Rates	Difference
Limited Tax Refunding Bonds, Series 1999	3/1/2010	4.500%	\$ 3,215,000	3/1/2009	100.00	1.000%	3.50%
	3/1/2011	4.600%	2,880,000	↓	↓	1.500%	3.10%
	3/1/2012	4.625%	\$ 3,025,000	↓	↓	1.600%	3.03%
	3/1/2013	4.700%	1,395,000	↓	↓	1.850%	2.85%
	3/1/2014	4.750%	\$ 475,000	↓	↓	2.100%	2.65%
	3/1/2015	4.800%	505,000	↓	↓	2.360%	2.44%
			<u>11,495,000</u>				

SUMMARY TOTAL BONDS TO BE REFUNDED: \$25,450,000

ESTRADA • HINOJOSA

Savings Summary

FYE 9/30	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value Savings	FYE 9/30
2009	\$ 561,037	\$ 406,825	\$ 154,212	\$ 152,235	2009
2010	4,827,086	4,635,450	191,636	185,162	2010
2011	5,056,159	4,863,800	192,359	181,527	2011
2012	5,053,756	4,860,025	193,731	178,601	2012
2013	1,919,510	1,725,125	194,385	174,794	2013
2014	955,446	760,075	195,371	171,273	2014
2015	962,045	768,825	193,220	165,136	2015
2016	444,925	378,050	66,875	55,465	2016
2017	3,482,925	3,288,725	194,200	157,811	2017
2018	6,025,175	5,831,300	193,875	153,611	2018
2019	1,804,713	1,611,600	193,113	149,189	2019
	\$ 31,092,776	\$ 29,129,800	\$ 1,962,976	\$ 1,724,803	

Savings Summary	
PV of savings from cash flow	\$ 1,724,803
Net PV Savings	\$ 1,724,803
Percentage Savings of Refunded Bonds:	6.777%

Refunding Bonds

❖ **Issue Description:**

Limited Tax Refunding Bonds, Series 2009

- ▶ Dated Date: 03/01/2009
- ▶ Delivery Date: 03/01/2009
- ▶ Assumes Current Market 'AAA' Rates [01/22/09]

ESTIMATED REFUNDING RESULTS

Total Savings	\$ 1,962,976
PV Savings	\$ 1,724,803
% PV Savings	6.777%
Principal Refunded	\$ 25,450,000
True Interest Cost [2009 TIC]	2.713%
Avg. Coupon of Refunded Bonds	4.300%

REFUNDING ANALYSIS

BONDS TO BE REFUNDED

	Principal Refunded	Maturities Refunded	Refunded Bonds Call Date
Certificates of Obligation, Series 1998	\$ 6,365,000	2017-2018	3/1/2009 @ Par
Permanent Improvement Bonds, Series 1998	1,435,000	2010, 2018	3/1/2009 @ Par
Permanent Improvement Bonds, Series 1999	6,155,000	2011-2012, 2018-2019	3/1/2009 @ Par
Limited Tax Refunding Bonds, Series 1999	11,495,000	2010-2015	3/1/2009 @ Par
	<u>\$ 25,450,000</u>		

Conclusion

- ❖ Issuers have customarily set savings thresholds for refundings at the range of 3% - 5% as a percentage of savings of the Refunded Bonds.
- ❖ Savings can be taken on a level basis [FYE 09/30/2010 - 09/30/2019].
- ❖ At present, Series 2009 Refunding produces:

Savings Summary	
Net Present Value of Savings:	\$ 1,724,803
Percentage Savings of Refunded Bonds:	6.777%

- ❖ Estrada Hinojosa would very much appreciate the opportunity to serve the County as Senior Underwriter financing or any other financing it pursues.

Estrada Hinojosa & Co., Inc.

- ❖ Founded in 1990, renamed Estrada Hinojosa & Company, Inc. in 1992.
- ❖ Broad range of experience serving cities, counties, community college districts, school districts, and special districts.
- ❖ Financial Advisory experience includes participation in 893 transactions totaling over \$47.5 billion in par value. Underwriting experience includes participation in 1,642 transactions totaling over 124 billion in par value.
- ❖ Serve clients in Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Louisiana, New Mexico, Texas and Wisconsin.
- ❖ Significant experience with various debt instruments including:
 - ▶ General Obligation Bonds
 - ▶ Revenue Bonds
 - ▶ Commercial Paper
 - ▶ Auction Rate Bonds
 - ▶ Variable Rate Demand Bonds
 - ▶ Interest Rate Swaps
 - ▶ Lease Purchase Agreements
 - ▶ Lines of Credit
 - ▶ Letters of Credit
 - ▶ Multi-Modal Securities
 - ▶ Project Revenue Bonds
 - ▶ Special Tax Bonds
 - ▶ Student Loan Bonds
 - ▶ Tax Anticipation Notes
 - ▶ Pension Bonds
- ❖ Rankings:
 - Ranked 4th as a Co-Manager in Texas (full credit to each firm) and 17th among bookrunning senior managers of municipal debt in Texas for the 2007 calendar year.
 - Ranked 1st as a Financial Advisor and 1st as Senior Underwriter in Texas among minority-owned firms in 2007.
 - Ranked 3rd in Texas and 11th in the nation as a Financial Advisor in 2007.

Estrada Hinojosa Rankings

Municipal Underwriter Rankings
 Negotiated and Competitive Underwritings - Co-Managed
 State of Texas
 1/1/2007 - 12/31/2007

Municipal Co-Managing Underwriter Rankings
 State of Texas
 1/1/2007 - 12/31/2007

Rank	Manager (Full to Each Manager)	Par Amount (US \$mil)	Market Share	Number of Issues	Rank	Book Runner (Full to Book Runner (Equal to Joint))	Par Amount (US \$mil)	Market Share	Number of Issues
1	Banc of America Securities LLC	\$ 8,680.4	9.3	60	1	First Southwest Company	\$ 8,724.6	9.06%	99
2	Morgan Keegan & Co., Inc.	8,649.2	9.2	93	2	Banc of America Securities LLC	8,680.4	9.00%	60
3	Southwest Securities	7,711.4	8.2	91	3	Southwest Securities	7,834.3	8.12%	103
4	Estrada Hinojosa & Company, Inc.	6,895.3	7.4	70	4	Estrada Hinojosa & Company, Inc.	6,928.6	7.18%	72
5	First Southwest Company	6,107.3	6.5	62	5	RBC	6,163.6	6.39%	99
6	RBC Capital Markets	6,061.5	6.5	87	6	First Southwest Company	6,139.5	6.36%	64
7	Siebert Brandford Shank & Co.	4,626.4	4.9	27	7	Wachovia Securities	4,730.7	4.90%	68
8	Ramirez & Co., Inc.	4,601.3	4.9	19	8	Siebert Brandford Shank & Co.	4,626.4	4.79%	27
9	Wachovia Securities	4,551.1	4.9	46	9	Ramirez & Co. Inc	4,601.3	4.77%	19
10	UBS Securities LLC	3,916.6	4.2	34	10	Popular Securities	4,544.6	4.71%	54
					11	UBS Securities LLC	4,029.8	4.18%	42
					12	Piper Jaffray & Co.	3,510.4	3.64%	16
					13	Merrill Lynch & Co.	3,209.9	3.33%	20
					14	Loop Capital Markets	3,190.0	3.31%	18
					15	Morgan Stanley	3,018.7	3.13%	40
					16	Citi	3,013.8	3.12%	32
					17	Bear Stearns & Co	2,991.2	3.10%	12
					18	Costal Securities	2,447.8	2.54%	43
					19	JP Morgan	2,018.2	2.09%	16
					20	Sanco Capital Markets	1,917.0	1.99%	41
					21	Lehman Brothers	1,699.6	1.76%	9
					22	Rice Financial Products Co.	1,548.7	1.61%	6
					23	Goldman Sachs & Co.	899.8	0.93%	10
					24	Ziegler Capital Markets	-	0.00%	0
					25	Herbert J. Sims & Co Inc.	-	0.00%	0

REFUNDING ANALYSIS

ESTRADA • HINOJOSA

Office Locations

Texas

Dallas Headquarters
 1717 Main Street
 LB 47, Suite 4760
 Dallas, TX 75201-7361
 214-658-1670
 Toll Free 800-676-5352
 Fax 214-658-1671

Houston Office
 4900 Woodway Drive
 Suite 680
 Houston, TX 77056
 713-622-6690
 Fax 713-622-6686

San Antonio Office
 100 W. Houston Street
 Suite 1400
 San Antonio, TX 78205
 210-223-4888
 Fax 210-223-4849

California

Austin Office
 100 Congress Ave.
 20th Floor
 Austin, TX 78701
 512-469-3577
 Fax 512-469-3578

San Diego Office
 437 J Street
 Suite 212
 San Diego, CA 92101
 619-234-7783
 Fax 619-234-1576

Florida

Miami Office
 201 South Biscayne Blvd
 Suite 2826
 Miami, FL 33131
 305-913-4600
 Fax 305-913-4601

SUMMARY OF REFUNDING RESULTS

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Dated Date	03/01/2009
Delivery Date	03/01/2009
Arbitrage yield	2.597326%
Escrow yield	
Bond Par Amount	24,710,000.00
True Interest Cost	2.713158%
Net Interest Cost	2.805353%
Average Coupon	3.533155%
Average Life	5.063
Par amount of refunded bonds	25,450,000.00
Average coupon of refunded bonds	4.299749%
Average life of refunded bonds	5.157
PV of prior debt to 03/01/2009 @ 2.597326%	28,042,188.93
Net PV Savings	1,724,802.85
Percentage savings of refunded bonds	6.777221%
Percentage savings of refunding bonds	6.980182%

SOURCES AND USES OF FUNDS

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Dated Date 03/01/2009
 Delivery Date 03/01/2009

Sources:

Bond Proceeds:	
Par Amount	24,710,000.00
Premium	1,046,349.20
	25,756,349.20

Other Sources of Funds:	
Issuer Contribution	561,036.88
	26,317,386.08

Uses:

Refunding Escrow Deposits:	
Cash Deposit	26,011,037.88

Delivery Date Expenses:	
Cost of Issuance	170,443.20
Underwriter's Discount	135,905.00
	306,348.20

26,317,386.08

SAVINGS

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 03/01/2009 (@) 2.5973256%
09/30/2009	1,122,073.75	561,036.88	561,036.87	406,825.00	154,211.87	152,234.85
09/30/2010	4,827,086.25		4,827,086.25	4,635,450.00	191,636.25	185,162.16
09/30/2011	5,056,158.75		5,056,158.75	4,863,800.00	192,358.75	181,526.71
09/30/2012	5,053,755.63		5,053,755.63	4,860,025.00	193,730.63	178,600.61
09/30/2013	1,919,510.00		1,919,510.00	1,725,125.00	194,385.00	174,793.51
09/30/2014	955,446.25		955,446.25	760,075.00	195,371.25	171,272.77
09/30/2015	962,045.00		962,045.00	768,825.00	193,220.00	165,136.45
09/30/2016	444,925.00		444,925.00	378,050.00	66,875.00	55,465.00
09/30/2017	3,482,925.00		3,482,925.00	3,288,725.00	194,200.00	157,811.15
09/30/2018	6,025,175.00		6,025,175.00	5,831,300.00	193,875.00	153,610.87
09/30/2019	1,804,712.50		1,804,712.50	1,611,600.00	193,112.50	149,188.77
	31,653,813.13	561,036.88	31,092,776.25	29,129,800.00	1,962,976.25	1,724,802.85

Savings Summary

PV of savings from cash flow	1,724,802.85
Net PV Savings	1,724,802.85

BOND DEBT SERVICE

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Dated Date 03/01/2009
 Delivery Date 03/01/2009

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2009			406,825	406,825	
09/30/2009					406,825
03/01/2010	3,880,000	3.000%	406,825	4,286,825	
09/01/2010			348,625	348,625	
09/30/2010					4,635,450
03/01/2011	4,230,000	3.000%	348,625	4,578,625	
09/01/2011			285,175	285,175	
09/30/2011					4,863,800
03/01/2012	4,355,000	3.000%	285,175	4,640,175	
09/01/2012			219,850	219,850	
09/30/2012					4,860,025
03/01/2013	1,305,000	3.000%	219,850	1,524,850	
09/01/2013			200,275	200,275	
09/30/2013					1,725,125
03/01/2014	365,000	3.000%	200,275	565,275	
09/01/2014			194,800	194,800	
09/30/2014					760,075
03/01/2015	385,000	3.000%	194,800	579,800	
09/01/2015			189,025	189,025	
09/30/2015					768,825
03/01/2016			189,025	189,025	
09/01/2016			189,025	189,025	
09/30/2016					378,050
03/01/2017	2,955,000	3.000%	189,025	3,144,025	
09/01/2017			144,700	144,700	
09/30/2017					3,288,725
03/01/2018	5,655,000	4.000%	144,700	5,799,700	
09/01/2018			31,600	31,600	
09/30/2018					5,831,300
03/01/2019	1,580,000	4.000%	31,600	1,611,600	
09/30/2019					1,611,600
	24,710,000		4,419,800	29,129,800	29,129,800

SUMMARY OF BONDS REFUNDED

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Certificates of Obligation, Series 1998, S98CO:					
SERIALS	03/01/2017	4.000%	3,100,000.00	03/01/2009	100.000
	03/01/2018	4.000%	3,265,000.00	03/01/2009	100.000
			<u>6,365,000.00</u>		
Permanent Improvement Bonds, Series 1998, S98PIB:					
SERIALS	03/01/2010	4.400%	575,000.00	03/01/2009	100.000
	03/01/2018	4.000%	860,000.00	03/01/2009	100.000
			<u>1,435,000.00</u>		
Permanent Improvement Bonds, Series 1999, S99PIB:					
SERIALS	03/01/2011	4.500%	1,320,000.00	03/01/2009	100.000
	03/01/2012	4.600%	1,370,000.00	03/01/2009	100.000
	03/01/2018	4.500%	1,700,000.00	03/01/2009	100.000
	03/01/2019	4.500%	1,765,000.00	03/01/2009	100.000
			<u>6,155,000.00</u>		
Limited Tax Refunding Bonds, Series 1999, S99REF:					
SERIALS	03/01/2010	4.500%	3,215,000.00	03/01/2009	100.000
	03/01/2011	4.600%	2,880,000.00	03/01/2009	100.000
	03/01/2012	4.625%	3,025,000.00	03/01/2009	100.000
	03/01/2013	4.700%	1,395,000.00	03/01/2009	100.000
	03/01/2014	4.750%	475,000.00	03/01/2009	100.000
	03/01/2015	4.800%	505,000.00	03/01/2009	100.000
			<u>11,495,000.00</u>		
			<u>25,450,000.00</u>		

PRIOR BOND DEBT SERVICE

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2009			561,036.88	561,036.88	
09/01/2009			561,036.88	561,036.88	
09/30/2009					1,122,073.75
03/01/2010	3,790,000	**	561,036.88	4,351,036.88	
09/01/2010			476,049.38	476,049.38	
09/30/2010					4,827,086.25
03/01/2011	4,200,000	**	476,049.38	4,676,049.38	
09/01/2011			380,109.38	380,109.38	
09/30/2011					5,056,158.75
03/01/2012	4,395,000	**	380,109.38	4,775,109.38	
09/01/2012			278,646.25	278,646.25	
09/30/2012					5,053,755.63
03/01/2013	1,395,000	4.700%	278,646.25	1,673,646.25	
09/01/2013			245,863.75	245,863.75	
09/30/2013					1,919,510.00
03/01/2014	475,000	4.750%	245,863.75	720,863.75	
09/01/2014			234,582.50	234,582.50	
09/30/2014					955,446.25
03/01/2015	505,000	4.800%	234,582.50	739,582.50	
09/01/2015			222,462.50	222,462.50	
09/30/2015					962,045.00
03/01/2016			222,462.50	222,462.50	
09/01/2016			222,462.50	222,462.50	
09/30/2016					444,925.00
03/01/2017	3,100,000	4.000%	222,462.50	3,322,462.50	
09/01/2017			160,462.50	160,462.50	
09/30/2017					3,482,925.00
03/01/2018	5,825,000	**	160,462.50	5,985,462.50	
09/01/2018			39,712.50	39,712.50	
09/30/2018					6,025,175.00
03/01/2019	1,765,000	4.500%	39,712.50	1,804,712.50	
09/30/2019					1,804,712.50
	25,450,000		6,203,813.13	31,653,813.13	31,653,813.13

ESCROW REQUIREMENTS

Travis County, Texas [Limited Tax]
Limited Tax Refunding Bonds, Series 1999
--Current Market 'AAA' Scale: 01/22/09--

Period Ending	Interest	Principal Redeemed	Total
03/01/2009	561,036.88	25,450,000.00	26,011,036.88
	561,036.88	25,450,000.00	26,011,036.88

ESCROW SUFFICIENCY

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
03/01/2009	26,011,036.88	26,011,037.88	1.01	1.01
	26,011,036.88	26,011,037.88	1.01	

BOND PRICING

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
SERIALS:						
	03/01/2010	3,880,000	3.000%	1.000%	101.985	77,018.00
	03/01/2011	4,230,000	3.000%	1.500%	102.944	124,531.20
	03/01/2012	4,355,000	3.000%	1.600%	104.084	177,858.20
	03/01/2013	1,305,000	3.000%	1.850%	104.414	57,602.70
	03/01/2014	365,000	3.000%	2.100%	104.250	15,512.50
	03/01/2015	385,000	3.000%	2.360%	103.560	13,706.00
	03/01/2017	2,955,000	3.000%	2.750%	101.784	52,717.20
	03/01/2018	5,655,000	4.000%	3.020%	107.672	433,851.60
	03/01/2019	1,580,000	4.000%	3.300%	105.921	93,551.80
		24,710,000				1,046,349.20

Dated Date	03/01/2009	
Delivery Date	03/01/2009	
First Coupon	09/01/2009	
Par Amount	24,710,000.00	
Premium	1,046,349.20	
Production	25,756,349.20	104.234517%
Underwriter's Discount	-135,905.00	-0.550000%
Purchase Price	25,620,444.20	103.684517%
Accrued Interest		
Net Proceeds	25,620,444.20	

ESCROW STATISTICS

Travis County, Texas [Limited Tax]
 Limited Tax Refunding Bonds, Series 1999
 --Current Market 'AAA' Scale: 01/22/09--

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 26,011,037.88				26,011,037.88		
26,011,037.88				26,011,037.88	0.00	0.00

Delivery date 03/01/2009
 Arbitrage yield 2.597326%

Travis County Commissioners' Court Agenda Request

Meeting Date: FEBRUARY 17, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. STATUS REPORT ON THE 81ST TEXAS LEGISLATURE

B. COUNTY POSITION REGARDING LEGISLATIVE OPTIONS TO INCREASE TRANSPORTATION MOBILITY FUNDING (CONTINUATION FROM LAST THURSDAY'S WORK SESSION)

C. DRAFT BILL LANGUAGE FOR CERTAIN TRAVIS COUNTY LEGISLATIVE PRIORITIES; AND

D. BILLS PENDING BEFORE THE 81ST TEXAS LEGISLATURE, INCLUDING:

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	

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COUNTY JUDGE'S OFFICE
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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:

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 # _____

Alicia Perez, Executive Manager
Administrative Operations
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

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 # _____

David Escamilla
County Attorney
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 # 28

TRAVIS COUNTY COMMISSIONERS' COURT

AGENDA REQUEST

Please consider the following item for: February 17, 2009

VOTING SESSION X EXECUTIVE SESSION _____

I. A. Request made by Susan Spataro, Travis County Auditor *SS*
Phone Number 854.9125

B. Requested Text:

A. Receive FY '07 audit reports for Emergency Services District (ESD) #1, #2, #5, #8, #12; FY '06 audit reports for ESDs #5 and #12 and FY '05 audit reports for ESDs #5.

County Judge or Commissioner

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). See attached memo.

B. Have the agencies affected by this request been invited to attend the Voting Session. Yes _____ No x

Please list those contacted and their phone numbers:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

III. PERSONNEL

_____ A change in your department's personnel

IV. BUDGET REQUESTS

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

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

All agenda requests and backup materials must be submitted to County Judge's office by Mondays, 5:00 p.m. for next week's meeting.

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TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To : Sam Biscoe, County Judge

From : Kimberly Walton, Financial Manager

Date : February 4, 2009

Re: Audit Reports from ESDs

The Texas Health and Safety Code Chapter 775.082 requires all Emergency Services Districts to submit an audit report to the Commissioners' Court by June 1 of each year. We have recently received the following audited ESD financial statements. A copy of the audited financial statements for the Commissioners' Court is attached. We have reviewed the audit reports and believe they are ready to be placed on the agenda for acceptance. We do not believe these have been placed on any previous Court agenda. Therefore, please place the reports on the agenda to record their receipt in the minutes.

<u>ESD#</u>	<u>Fiscal Year(s)</u>
# 1	FY 2007
# 2	FY 2007*
# 5	FY 2007, FY2006, FY2005 **
# 8	FY 2007
# 12	FY 2007, FY2006

*Includes qualified opinion, see below.

** Financial statements excluded budgetary comparison, see below.

Please note that the financial statements for ESD # 2 includes a qualification of the auditor's opinion relating to the ESD's beginning cash balance for fiscal 2007. The financial statements indicate that an unidentifiable adjustment of \$47,923 write-off was made to the cash accounts as a result of the initial set up of the District's in house accounting system. The qualification of this opinion results from the ESD's inability to supply the adequate support for the adjustment and was considered a limitation of the scope of the audit. However, such an opinion indicates that the overall financial statements can be relied on.

Also, the financial statements for ESD # 5 for the years ended December 31, 2005, 2006 and 20067 do not include a budgetary comparison. A budgetary comparison is not a required part of the financial statements but is a supplementary information requirement. When contacted, the ESD indicated that they were unaware of the requirement to adopt a budget and will do so in future years. There were no other issues brought to light with these financial statements.

We have included an agenda request for the reports listed above. Please don't hesitate to call if you have any questions.

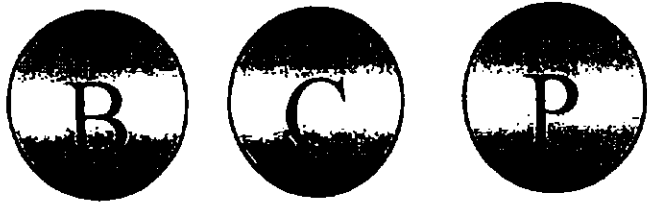
TRAVIS COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE
COMPREHENSIVE ANNUAL FINANCIAL REPORT
SEPTEMBER 30, 2007

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AUDITORS OFFICE

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1

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Bounds Chatelain & Pharr

A Professional Corporation
Certified Public Accountants

A U S T I N ★ T E X A S

INDEPENDENT AUDITORS' REPORT

Board of Commissioners
Travis County Emergency Services District No. 1
North Lake Travis Fire and Rescue

We have audited the accompanying statement of net assets of the Travis County Emergency Services District No. 1, North Lake Travis Fire and Rescue as of September 30, 2007 and the related statement of activities for the period October 1, 2006 to September 30, 2007. These financial statements are the responsibility of the management of Travis County Emergency Services District No. 1, North Lake Travis Fire and Rescue. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principals used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Travis County Emergency Services District No. 1, North Lake Travis Fire and Rescue as of September 30, 2007, and the results of its operations and changes in net assets for the period October 1, 2006 to September 30, 2007, in conformity with accounting principals generally accepted in the United States of America.

The management's discussion and analysis and budgetary comparison information of pages 2 through 5 and page 19, are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Bounds Chatelain & Pharr PC

Austin, Texas
December 14, 2007



5750 Balcones Drive · Suite 208 · Austin · Texas · 78731
voice 512-458-2178 · fax 512-458-8376
<http://www.bcpcpa.com>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

MANAGEMENT DISCUSSION AND ANALYSIS

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

As the Board of Commissioners of Travis County Emergency Services District No. 1 (the District), we present the following narrative overview and analysis of the financial activities of the District for the period October 1, 2006 to September 30, 2007.

Financial Highlights

Significant current year transactions include the following:

General revenues from property taxes accounted for 92.3 percent of total revenues.

The Board initiated capital outlay projects totaling \$530,364. These outlays were used for the following purchases: a new Pierce fire engine for \$262,450, rescue boats, communication equipment and new firefighting equipment.

The District sold a Pierce fire engine and the purchaser paid off the outstanding balance on the related Sun Trust note of \$247,667.

During the year, the District's total expenses were \$410,528 greater than the \$1,726,456 generated in tax revenues and fees. This short-fall was experienced mainly due to the purchase of the new fire engine and other capitalized assets.

Using this Annual Report

This annual report consists of a series of financial statements. The statement of net assets and the statement of activities provide information about the activities of the District as a whole and present a long-term view of the District's finances. Fund financial statements show how the emergency services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

This discussion and analysis is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the District's financial activity, (3) identify any material deviations from the financial plan, and (4) identify changes in the District's financial position.

The District implemented Governmental Accounting Standards Board (GASB) Statement No. 34 in the year ended September 30, 2004. The District's basic financial statements now include adjustments to the statement of net assets and the statement of activities. The economic focus of these statements is similar to a private-sector business.

Government-Wide Financial Statements

The statement of net assets presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. The statement of activities shows all changes in net assets as soon as the underlying event giving rise to the change occurs, regardless of the timing of cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

MANAGEMENT DISCUSSION AND ANALYSIS
(continued)

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

Fund Financial Statements

Traditional users of governmental financial statements will find the fund financial statements presentation more familiar. Due to the size of the District, the fund financial statements are presented on the face of the statement with adjustments to the respective government-wide statement.

Governmental Funds: The District's services are reported in the governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using the accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental funds provide a detail short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's emergency services program. We describe the relationship between governmental activities and governmental funds in a the column titled "Adjustments" with narratives provided at Notes 9 and 10.

Notes to the financial statements: The note disclosures provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements.

Supplementary information: In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information which can be found on page 19.

The District as a Whole

The District's total net assets changed from September 30, 2006, decreasing from \$713,195 to \$565,684. Our analysis below focuses on the net assets (Table 1) and changes in net assets (Table 2) of the District's governmental activities.

Table 1 - Net Assets

	September 30, 2006	September 30, 2007
Current and other assets	\$ 611,366	\$ 653,850
Capital assets - net	3,211,137	3,027,375
Total assets	<u>3,822,503</u>	<u>3,681,225</u>
Long-term obligations	2,892,443	2,908,098
Other liabilities	216,865	207,443
Total liabilities	<u>3,109,308</u>	<u>3,115,541</u>
Net assets		
Invested in capital assets, net of related debt	318,694	119,277
Restricted	3,012	19,331
Unrestricted	391,489	427,076
Total net assets	<u>\$ 713,195</u>	<u>\$ 565,684</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

MANAGEMENT DISCUSSION AND ANALYSIS
(continued)

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

The District as a Whole (continued)

Net assets of the District's activities decreased by \$117,108. Unrestricted net assets, the part of net assets that is used to finance day-to-day operations increased by \$35,587.

Table 2 - Change in Net Assets

	September 30, 2006	September 30, 2007
Revenues		
Property tax collections	\$ 1,296,303	\$ 1,592,810
Other revenue	170,576	133,646
Total revenues	<u>1,466,879</u>	<u>1,726,456</u>
Expenses		
Current fire service expenses	973,673	1,303,441
Depreciation	334,048	396,352
Interest	145,987	143,771
Total expenses	<u>1,453,708</u>	<u>1,843,564</u>
Increase (decrease) in net assets	<u>\$ 13,171</u>	<u>\$ (117,108)</u>

The District's Funds

Table 3 presents the fund balances of the individual funds and an analysis of significant changes in fund balances.

Table 3 - Changes in Year End Fund Balances

	September 30, 2006	September 30, 2007	Net Change
General fund	\$ 391,489	\$ 427,076	\$ 35,587
Debt service fund	3,012	19,331	16,319
Total governmental fund balances	<u>\$ 394,501</u>	<u>\$ 446,407</u>	<u>\$ 51,906</u>

Table 4 presents the variances of the operating budget compared to the actual numbers for the year ended September 30, 2007. These variances were immaterial for the period ended September 30, 2007.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

MANAGEMENT DISCUSSION AND ANALYSIS
(continued)

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

Table 4 - Comparison of Budget to Actual Amounts
For the period October 1, 2006 to September 30, 2007

	<u>Budget Amounts</u>	<u>Actual Amounts</u>	<u>Variance Over/(Under)</u>
Revenues/Resources:			
Property tax collections	\$ 1,334,550	\$ 1,371,409	\$ 36,859
Donations - cash	2,000	7,225	5,225
Donations - equipment	55,000	48,076	(6,924)
Other income	2,000	10,726	8,726
Gain on sale of assets	72,133	28,233	(43,900)
Interest income	32,000	37,851	5,851
Total revenues/resources	<u>1,497,683</u>	<u>1,503,520</u>	<u>5,837</u>
Expenditures/expenses:			
Current fire service costs	1,421,408	1,303,441	(117,967)
Capital outlay	530,364	530,364	-
Debt service:			
Interest	26,904	26,904	-
Principal	64,408	64,408	-
Total expenditures/expenses	<u>2,043,084</u>	<u>1,925,117</u>	<u>(117,967)</u>
Excess (deficiency) of revenues over expenditures	<u>\$ (545,401)</u>	(421,597)	<u>\$ 123,804</u>
Transfers in (out)		457,184	
Fund balances/net assets:			
Beginning of the year		391,489	
End of the year		<u>\$ 427,076</u>	

Capital Assets and Debt Administration

Capital assets

As of September 30, 2007, the District held capital assets with a historical cost of \$5,095,835. The net value of the capital assets at the end of the year was \$3,027,375.

Debt administration

At year end, the District had \$2,215,000 in general obligation bonds payable and \$693,098 in capital lease commitments. See note 5 for information on the general obligation bonds and note 6 for the terms of the capital lease commitments.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

MANAGEMENT DISCUSSION AND ANALYSIS
(continued)

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

Request for Information

This financial report is designed to provide a general overview of the District's finances for those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Travis County Emergency Services District No. 1, Board of Commissioners, 18300 Park Drive, Jonestown, Texas 78645.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

GOVERNMENTAL FUNDS BALANCE SHEET/STATEMENT OF NET ASSETS

SEPTEMBER 30, 2007

	General Fund	Debt Service Fund	Totals	Adjustments (Note 9)	Statement of Net Assets
ASSETS					
Cash and cash equivalents (Note 2)	\$ 492,000	\$ 19,331	\$ 511,331	\$ -	\$ 511,331
Property tax receivable (Note 3)	122,709	19,810	142,519	-	142,519
Capital assets, net of accumulated depreciation (Notes 1 and 4)	-	-	-	3,027,375	3,027,375
Total assets	<u>\$ 614,709</u>	<u>\$ 39,141</u>	<u>\$ 653,850</u>	<u>\$ 3,027,375</u>	<u>\$ 3,681,225</u>
LIABILITIES					
Deferred revenue (Notes 1 and 3)	\$ 122,709	\$ 19,810	\$ 142,519	\$ -	\$ 142,519
Accrued payroll	24,199	-	24,199	-	24,199
Payroll tax payable	8,001	-	8,001	-	8,001
Accrued compensated absences (Note 11)	32,724	-	32,724	-	32,724
Long-term liabilities					
Capital lease commitments (Note 6)					
Current	-	-	-	86,407	86,407
Long-term	-	-	-	606,691	606,691
General obligation bonds payable (Note 5)					
Current	-	-	-	100,000	100,000
Long-term	-	-	-	2,115,000	2,115,000
Total liabilities	<u>187,633</u>	<u>19,810</u>	<u>207,443</u>	<u>2,908,098</u>	<u>3,115,541</u>
FUND BALANCES/NET ASSETS					
Fund balances					
Unreserved	427,076	-	427,076	(427,076)	-
Reserved	-	19,331	19,331	(19,331)	-
Total fund balances	<u>427,076</u>	<u>19,331</u>	<u>446,407</u>	<u>(446,407)</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 614,709</u>	<u>\$ 39,141</u>	<u>\$ 653,850</u>		
NET ASSETS					
Invested in capital assets, net of related debt				119,277	119,277
Restricted for debt service				19,331	19,331
Unrestricted				427,076	427,076
Total net assets				<u>\$ 565,684</u>	<u>\$ 565,684</u>

The accompanying notes are an integral part of the financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

STATEMENT OF GOVERNMENTAL FUND REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES/STATEMENT OF ACTIVITIES

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

	General Fund	Debt Service Fund	Totals	Adjustments (Note 10)	Statement of Activities
Revenues/other sources					
Property tax collections (Note 3)	\$ 1,371,409	\$ 221,401	\$ 1,592,810	\$ -	\$ 1,592,810
Donations - cash	7,225	-	7,225	-	7,225
Donations - equipment	48,076	-	48,076	-	48,076
Other income	10,726	-	10,726	-	10,726
Gain on sale of assets	28,233	-	28,233	-	28,233
Interest income	37,851	1,535	39,386	-	39,386
Total revenues/other sources	1,503,520	222,936	1,726,456	-	1,726,456
Expenditures/expenses					
Current					
Fire stations	46,053	-	46,053	-	46,053
Apparatus and equipment	155,633	-	155,633	-	155,633
Insurance	49,406	-	49,406	-	49,406
Training	9,424	-	9,424	-	9,424
Paid personnel	930,645	-	930,645	-	930,645
General and administrative	112,280	-	112,280	-	112,280
Depreciation	-	-	-	396,352	396,352
Capital outlay	530,364	-	530,364	(530,364)	-
Debt service	26,904	116,867	143,771	-	143,771
Interest	64,408	95,000	159,408	(159,408)	-
Principal	1,925,117	211,867	2,136,984	(293,420)	1,843,564
Total expenditures/expenses	2,625,407	328,734	2,954,141	(293,420)	2,660,721

(continued)

The accompanying notes are an integral part of the financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

STATEMENT OF GOVERNMENTAL FUND REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES/STATEMENT OF ACTIVITIES
(continued)

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

	General Fund	Debt Service Fund	Totals	Adjustments (Note 10)	Statement of Activities
Excess (deficiency) of revenues over expenditures	\$ (421,597)	\$ 11,069	\$ (410,528)	\$ 293,420	\$ (117,108)
Other financing sources and (uses)					
Transfers in (out)	457,184	5,250	462,434	(462,434)	-
Excess (deficiency) of revenues over expenditures	35,587	16,319	51,906	(169,014)	(117,108)
Change in net assets	-	-	-	(117,108)	(147,511)
Fund balances/net assets					
Beginning of the year	391,489	3,012	394,501	318,694	713,195
Disposal of equipment	-	-	-	(30,403)	-
End of the year	\$ 427,076	\$ 19,331	\$ 446,407	\$ 119,277	\$ 565,684

The accompanying notes are an integral part of the financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2007

1. SUMMARY OF ACCOUNTING POLICIES

The accounting policies of the Travis County Emergency Services District No. 1, North Lake Travis Fire and Rescue (The District) conform to generally accepted accounting principals applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of significant policies:

Reporting Entity

Prior to May 9, 1989, the District operated as a rural fire prevention district (Travis County Rural Fire Prevention District No. 2) under Article III, Section 48-d of the Constitution of Texas. On May 6, 1989, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution. On May 9, 1989, the County Commissioners Court of Travis County, State of Texas approved the order to form the Travis County Emergency Services District No. 1. As of September 30, 1989, the District also changed its fiscal year-end to September 30. On November 8, 2005, as the result of a general election, Travis County Emergency Services District No. 1 combined with Travis County Emergency Services District No. 7 to form one entity (Travis County Emergency Services District No. 1, North Lake Travis Fire and Rescue). The new District began operations on November 18, 2005. The District operates under a Board of Commissioners appointed by the Commissioners Court of Travis County.

The accompanying financial statements comply with the provisions of GASB No. 14, "The Financial Reporting Entity", in that the financial statements include all organizations, activities and functions that comprise the District.

Government-wide and fund financial statements

The government-wide financial statements (the statement of net assets and statement of activities) report information on all the nonfiduciary activities of the District.

The statement of activities demonstrates the degree to which the expenses of a given function are offset by program revenues. Other items not properly included among program revenues are reported instead as general revenues. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement focus, basis of accounting and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

1. SUMMARY OF ACCOUNTING POLICIES (CONTINUED)

Measurement focus, basis of accounting and financial statement presentation - (continued)

Grants and entitlements and interest associated with the current fiscal period are reported on the accrual basis of accounting and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives the cash.

Fund Accounting

The accounting system is organized and operated on the basis of funds. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its fund equity, revenues and expenditures.

Governmental Funds

Governmental funds are those through which most government functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following governmental funds:

General fund - The general fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the bylaws of the District.

Debt service fund - The debt service fund accounts for the servicing of general long-term debt.

Capital assets

Capital assets are recorded at historical cost or estimated historical cost and updated for additions and retirements during the year. The District maintains a capitalization threshold of \$1,000. Capital assets are depreciated on the straight-line method of depreciation over the useful life of the asset. Improvements are capitalized. The cost of normal maintenance and repairs that do not add to the value of the asset's life are expensed as incurred.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

1. SUMMARY OF ACCOUNTING POLICIES (CONTINUED)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred revenue

The District reports unearned deferred revenue in the governmental fund balance sheet. Under the modified accrual basis of accounting, receivables may be measurable but not available, meaning collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Deferred revenues are those revenues where asset recognition criteria have been met but not revenue recognition criteria.

Net assets

Net assets present the difference between assets and liabilities in the statement of net assets. Net assets invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations.

2. CASH AND CASH EQUIVALENTS

The District considers all highly liquid investments purchased with maturities of three months or less to be cash equivalents.

The District's pooled and non-pooled deposits are categorized to give an indication of the level of risk assumed by the District at September 30, 2007. The categories are described as follows:

Category 1 - Insured or collateralized securities held by the District or by its agent in the District's name.

Category 2 - Collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.

Category 3 - Uncollateralized or collateralized with securities held by the pledging financial institution's trust department or agent not in the District's name.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

2. CASH AND CASH EQUIVALENTS (CONTINUED)

Deposits categorized by level of risk are:

	Bank Balance	Category 1	Category 2	Category 3	Carrying Amount
Pooled deposits	\$ 336,455	\$ -	\$ -	\$ 336,455	\$ 336,455
Non-pooled deposits	174,876	174,876	-	-	174,876
Total deposits	<u>\$ 511,331</u>	<u>\$ 174,876</u>	<u>\$ -</u>	<u>\$ 336,455</u>	<u>\$ 511,331</u>

3. PROPERTY TAXES

The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and taxable personal property located in the District. The assessed value for the tax rolls as of January 1, 2006, upon which the 2006 levy was based, was \$1,549,984,056.

Taxes are due by January 31 following the October 1 levy date. The total levy on October 1, 2006, net of adjustments, was \$1,549,719 and the tax rate was \$.10 per \$100 assessed valuation. As an Emergency Services District, the District is allowed to levy up to a maximum of \$.10 per \$100 assessed valuation.

Property taxes not collected in the current period are not expected to be collected in time to pay liabilities of the current year. Such taxes are considered not to be available, and as such, are not accrued as revenue in the current year. The uncollected property taxes are offset by an equal amount of deferred revenue.

4. CAPITAL ASSETS

Capital asset activity for the period ended September 30, 2007 was as follows:

	Beginning Balance	Additions	Retirements	Ending Balance
Governmental activities				
Non-depreciable assets				
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Depreciable assets				
Buildings	252,313	-	-	252,313
Equipment and vehicles	4,816,478	530,364	(538,320)	4,808,522
Totals at historical cost	<u>5,103,791</u>	<u>530,364</u>	<u>(538,320)</u>	<u>5,095,835</u>
Less: accumulated depreciation for				
Buildings	157,328	6,308	-	163,636
Equipment and vehicles	1,735,326	390,043	(220,545)	1,904,824
Total accumulated depreciation	<u>1,892,654</u>	<u>396,351</u>	<u>(220,545)</u>	<u>2,068,460</u>
Governmental activities capital assets, net	<u>\$ 3,211,137</u>	<u>\$ 134,013</u>	<u>\$ (317,775)</u>	<u>\$ 3,027,375</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

4. CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to governmental functions as follows:

General administration	\$ 6,308
Emergency services	390,044
Total	<u>\$ 396,352</u>

5. LONG-TERM OBLIGATIONS

The following is a summary of the long-term debt transactions of the District for the period October 1, 2006 to September 30, 2007:

	General Obligation Bonds
Balance at September 30, 2006	<u>\$ 2,310,000</u>
Retirements of debt	(95,000)
Balance at September 30, 2007	<u>\$ 2,215,000</u>

On November 6, 2001, the District was authorized to issue general obligation bonds of \$5,000,000. As of September 30, 2007, \$2,600,000 has been issued. The bonds are due serially through 2022 with principal and interest due annually each March.

The annual requirements to amortize the bonds outstanding as of September 30, 2007 are as follows:

Year Ending September 30,	Principal	Interest	Totals
2008	\$ 100,000	\$ 112,055	\$ 212,055
2009	110,000	106,874	216,874
2010	115,000	101,430	216,430
2011	125,000	95,662	220,662
2012	135,000	89,301	224,301
2013	135,000	82,651	217,651
2014	150,000	75,589	225,589
2015	160,000	67,804	227,804
2016	170,000	59,402	229,402
2017	180,000	50,384	230,384
2018	185,000	40,856	225,856
2019	200,000	30,653	230,653
2020	140,000	21,375	161,375
2021	150,000	13,219	163,219
2022	160,000	4,500	164,500
Totals	<u>\$ 2,215,000</u>	<u>\$ 951,755</u>	<u>\$ 3,166,755</u>

The total amount of interest expense for the bonds for the period ended September 30, 2007 was \$116,867.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

6. CAPITAL LEASE COMMITMENTS

On February 23, 2006, the District entered into a capital lease arrangement with Wells Fargo Brokerage Services, L.L.C. to lease a 2006 Pierce Custom Contender fire truck for total consideration of \$217,566, payable over 84 months, at 4.54% per annum. The District has the option to purchase the fire engine at the end of the lease term for \$1.00.

Annual requirements on this lease obligation are as follows:

Year Ending September 30	Principal	Interest	Totals
2008	\$ 28,328	\$ 8,647	\$ 36,975
2009	29,614	7,361	36,975
2010	30,959	6,017	36,976
2011	32,364	4,611	36,975
2012	33,833	3,142	36,975
Thereafter	35,370	1,606	36,976
Totals	<u>\$ 190,468</u>	<u>\$ 31,384</u>	<u>\$ 221,852</u>

On January 15, 2007, the District entered into a capital lease purchase arrangement with Wells Fargo Brokerage Services, L.L.C. for band radios and walkie-talkies for total consideration of \$152,186, payable over 5 years, at 4.75% per annum.

Annual requirements on this lease obligation are as follows:

Year Ending September 30	Principal	Interest	Totals
2008	\$ 27,680	\$ 7,229	\$ 34,909
2009	28,994	5,914	34,908
2010	30,372	4,537	34,909
2011	31,814	3,094	34,908
2012	33,326	1,583	34,909
Totals	<u>\$ 152,186</u>	<u>\$ 22,357</u>	<u>\$ 174,543</u>

On March 25, 2005, the District entered into a capital lease arrangement with Kansas State Bank of Manhattan to lease a 2005 Rosenbauer 1250 GPM Pumper for total consideration of \$105,257, payable over 10 years, at 4.85% per annum. The District will own the vehicle at the end of the lease term.

Annual requirements on this lease obligations are as follows:

Year Ending September 30,	Principal	Interest	Totals
2008	\$ 9,264	\$ 4,268	\$ 13,532
2009	9,714	3,818	13,532
2010	10,185	3,347	13,532
2011	10,679	2,853	13,532
2012	11,197	2,335	13,532
Thereafter	36,955	3,641	40,596
Totals	<u>\$ 87,994</u>	<u>\$ 20,262</u>	<u>\$ 108,256</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

6. CAPITAL LEASE COMMITMENTS (CONTINUED)

On February 23, 2007, the District entered into a capital lease arrangement with Wells Fargo Brokerage Services, L.L.C. to lease a 2007 Pierce fire truck for total consideration of \$262,450, payable over 10 years, at 4.725% per annum.

Annual requirements on this lease obligations are as follows:

Year Ending September 30,	Principal	Interest	Totals
2008	\$ 21,135	\$ 12,401	\$ 33,536
2009	22,134	11,402	33,536
2010	23,180	10,356	33,536
2011	24,275	9,261	33,536
2012	25,422	8,114	33,536
Thereafter	146,304	21,376	167,680
Totals	<u>\$ 262,450</u>	<u>\$ 72,910</u>	<u>\$ 335,360</u>

The total amount of interest expense for the leases for the year ended September 30, 2007 was \$26,904.

7. OPERATING LEASES

The District has a fire station in the Point Venture Subdivision which is leased for 99 years at \$1 per year. Under this lease, the premises may be used only for storage and housing of fire fighting equipment and personnel.

8. QUALIFIED RETIREMENT PLAN

On November 15, 2004 the District approved participation in the Texas County and District Retirement System (TCDRS) which is a qualified retirement plan under Section 401(a) of the Internal Revenue Code. The effective date of the plan is January 1, 2005. All persons who are employees of the District on the effective date are eligible to participate. Any new employee of the District subsequent to the effective date will become eligible on the date of employment. A participant will have the right to retire and receive a service retirement annuity when the years of service equals or exceeds twenty (20). Each payroll period the participant shall make a mandatory contribution to TCDRS equal to four percent (4%) of compensation for which the participant is immediately vested. The District makes employer contributions actuarially determined by TCDRS. Allocated prior service credits granted to any participant by the District will be computed at ten percent (10%) of the maximum prior service credit each participant affected. For the year ended September 30, 2007 the District contributed \$19,227 to the qualified retirement plan.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

9. RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET ASSETS

Fund balances - total governmental funds \$ 446,407

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	\$ 5,095,835	
Less: accumulated depreciation	<u>(2,068,460)</u>	3,027,375

Long-term liabilities that are not reported in the governmental funds.

Capital lease commitments	<u>(2,908,098)</u>
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Net assets of governmental activities	<u>\$ 565,684</u>
---------------------------------------	-------------------

10. RECONCILIATION OF THE STATEMENT OF GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES

Net change in fund balances - total governmental funds \$ 51,906

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.

Expenditures for capital assets	530,364	
Less: current year depreciation	<u>(396,352)</u>	134,012

Repayment of principal on long-term liabilities is an expenditure in the government funds, but the repayment reduces long-term liabilities in the statement of net assets.

Transfers out	(462,434)
Repayment of principal	159,408
Disposal of equipment	<u>(30,403)</u>

Change in net assets of governmental activities	<u>\$ (147,511)</u>
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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

NOTES TO FINANCIAL STATEMENTS
(continued)

SEPTEMBER 30, 2007

11. COMPENSATED ABSENCES

In December 2005 the Board of Commissioners unanimously approved paying terminated employees for up to 288 hours of accrued vacation time. The balance for this compensated absences liability as of September 30, 2007 is \$32,724.

SUPPLEMENTAL INFORMATION

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NORTH LAKE TRAVIS FIRE AND RESCUE

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND

FOR THE PERIOD OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

	<u>Budget Amounts</u>	<u>Actual Amounts</u>	<u>Variance Over/(Under)</u>
Revenues/resources:			
Property tax collections	\$ 1,334,550	\$ 1,371,409	\$ 36,859
Donations - cash	2,000	7,225	5,225
Donations - equipment	55,000	48,076	(6,924)
Other income	2,000	10,726	8,726
Gain on sale of assets	72,133	28,233	(43,900)
Interest income	32,000	37,851	5,851
Total revenues	<u>1,497,683</u>	<u>1,503,520</u>	<u>5,837</u>
Expenditures/expenses:			
Current			
Fire stations	42,500	46,053	3,553
Apparatus and equipment	276,763	155,633	(121,130)
Insurance	49,500	49,406	(94)
Training	11,000	9,424	(1,576)
Paid personnel	930,305	930,645	340
General and administrative	111,340	112,280	940
Capital outlay	530,364	530,364	-
Debt service:			
Interest	26,904	26,904	-
Principal	64,408	64,408	-
Total expenditures/expenses	<u>2,043,084</u>	<u>1,925,117</u>	<u>(117,967)</u>
Excess of revenues over expenditures	<u>\$ (545,401)</u>	(421,597)	<u>\$ 123,804</u>
Other financing sources:			
Transfers in (out)		457,184	
Fund balance beginning of the year		391,489	
Fund balance end of the year		<u>\$ 427,076</u>	

TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 2

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2007

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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BLAKESLEE, MONZINGO & CO.
CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 1130
PFLUGERVILLE, TX 78691-1130
(512) 251-5611 FAX (512) 990-5391

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Travis County Emergency Services District No. 2
Pflugerville, Texas

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Travis County Emergency Services District No. 2, as of and for the year ended September 30, 2007 which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District No. 2's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, except for the effects of the amount in Note 10 on page 28, the financial statements referred to above present fairly, in all material respects, the respective financial position of Travis County Emergency Services District No. 2, as of September 30, 2007, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The Management's Discussion and Analysis and the other required supplementary information on pages 2 through 8 and 14 are not a required part of the financial statements, but are supplementary information required by the accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of supplementary information. However, we did not audit the information and express no opinion on it.



Blakeslee, Monzingo & Co.
August 28, 2008

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Management's Discussion and Analysis

September 30, 2007

As management of Travis County Emergency Services District No. 2 (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2007.

Financial Highlights

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$10,760,197 (net assets).
- The District's total net assets (government-wide) increased by \$1,689,186. This is due in part to the increase in sales tax and property tax collected.
- As of the close of the current fiscal year, the District's governmental funds reported combined ending fund balances of \$3,932,740 a decrease of \$2,975,177 in comparison with the prior year. This decrease resulted primarily from the use of loan proceeds received in prior year for construction on several District projects.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's financial statements which have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to these basic financial statements.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or declining.

The *statement of activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, the accrual basis of accounting is used, which is similar to the accounting used by most private-sector companies.

The government-wide financial statements are on pages 9-10 of this report.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Management's Discussion and Analysis

September 30, 2007

Reporting the District's Most Significant Fund

The fund financial statements begin on page 11 and provide detailed information about the most significant funds. A fund is a **grouping** of related accounts that are used to maintain control over resources that **have been** segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with **finance-related** legal requirements. All of the funds of the District are included in one **category**: governmental funds.

- **Governmental funds** – Governmental funds are used to account for essentially the same functions reported as **governmental** activities in the government-wide financial statements. However, **unlike** the government-wide financial statements, governmental fund financial statements focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which requires the **recognition** of revenue when earned, only so long as the funds are collectible **within the period** or soon enough afterwards to be sued to pay liabilities of the current period.

The governmental fund financial **statements** provide a detailed short-term view of the District's general government **operations** and the basic services it provides. Governmental fund information **helps** you determine the amount of financial resources that can be spent in the **near** future to finance the District's programs. We describe the relationship (or **differences**) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds in a **reconciliation** at the end of the fund financial statements on page 13.

Each year the District adopts a **budget** for its General fund. A budgetary comparison schedule has been **provided** for the General fund to demonstrate compliance with this budget on page 14.

Notes to the financial statements. The notes provide additional information that is essential for a full understanding of the **data** provided in the government-wide and fund financial statements. The notes to the **financial** statements can be found on pages 15-28 of this report.

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Management's Discussion and Analysis

September 30, 2007

Government-wide Financial Analysis

As noted earlier, net assets may serve over time as a useful indicator of a district's financial position. Travis County Emergency Services District No. 2 assets exceeded liabilities by \$10,760,197 at the close of the most recent fiscal year.

The largest portion of the District's assets (80%) represents its investment in capital assets (e.g. fire trucks, equipment and land).

The remaining balance of the District's assets (20%) represents the unrestricted financial resources available for future operations.

**Travis County Emergency Services District No. 2
Summary Statement of Net Assets**

	<u>9/30/2007</u>	<u>9/30/2006</u>
<u>Assets:</u>		
Current and Other Assets	\$ 4,111,367	\$ 7,064,589
Capital Assets	16,072,241	12,179,601
Total Assets	<u>\$ 20,183,608</u>	<u>\$19,244,190</u>
 <u>Liabilities:</u>		
Current and other Liabilities	\$ 848,207	\$ 799,472
Long-term Debt Outstanding	8,575,204	9,373,707
Total Liabilities	<u>9,423,411</u>	<u>10,173,179</u>
 <u>Net Assets:</u>		
Unrestricted	10,760,197	9,071,011
Total Net Assets	<u>10,760,197</u>	<u>9,071,011</u>
 Total Net Assets & Liabilities	 <u>\$ 20,183,608</u>	 <u>\$19,244,190</u>

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Management's Discussion and Analysis

September 30, 2007

Governmental Activities

Revenues for the District's governmental activities were \$7,340,589 and program revenues were \$1,111,528 while total expenses and losses were \$6,762,931. The change in net assets was an increase of \$1,689,186.

**Travis County Emergency Services District No. 2
Summary Statement of Changes in Net Assets**

	<u>9/30/2007</u>	<u>9/30/2006</u>
Program Revenue	\$ 1,111,528	\$ 267,979
General Revenue		
Property Taxes	4,525,971	4,134,210
Sales Taxes	2,479,951	2,131,916
Other Income	<u>334,667</u>	<u>278,786</u>
Total General Revenues	<u>7,340,589</u>	<u>6,544,912</u>
Total Revenues	8,452,117	6,812,891
Expenses		
Emergency Services	<u>6,715,008</u>	<u>5,244,620</u>
Total Expenses	6,715,008	5,244,620
Other Losses	<u>47,923</u>	<u>-</u>
Increase in Net Assets	<u>1,689,186</u>	<u>1,568,271</u>
Net Assets - Beginning	<u>9,071,011</u>	<u>7,502,740</u>
Net Assets - Ending	<u>\$ 10,760,197</u>	<u>\$ 9,071,011</u>

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Management's Discussion and Analysis

September 30, 2007

Financial Analysis of the District's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of resources available for spending. Such information is useful for assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the District. At the end of the current fiscal year, unreserved fund balance of the General Fund was \$3,112,854. As a measure of the General Fund's liquidity, it may be useful to compare unreserved fund balance to total fund expenditures. Unreserved fund balance represents 46% of total General Fund expenditures.

An Analysis of Significant Balances:

- Property tax revenue split between the general fund and debt service fund increased by \$387,595 and sales tax increased by \$398,847, as the property values and population in the District's area of service increased.
- Expenditures for firefighting services increased by \$533,296.

General Fund Budgetary Highlights

Significant differences between the original budget and the final budget were relatively few and can be briefly described as follows:

- The District's property tax and sales tax income increased due to the rapid growth of the service area and population.
- The expenditures for public safety increased as a result of the District spending more due to the rapid growth of the service area.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Management's Discussion and Analysis

September 30, 2007

Capital Assets and Debt Administration

Capital Assets. Travis County Emergency Services District No. 2 investment in capital assets for its governmental activities as of September 30, 2006 is \$12,179,601 (net of accumulated depreciation). This investment in capital assets includes fire trucks, building improvements, equipment and land. The District's capitalization policy is defined as any asset over \$5,000 is capitalized, all other assets are expensed.

**Travis County Emergency Services District No. 2
Capital Assets**

	BALANCE 9/30/2006	ADDITIONS	DELETIONS	BALANCE 9/30/2007
Land	\$ 1,084,492	\$ -	\$ -	\$ 1,084,492
Fire Vehicles	5,201,483	406,500	(184,109)	5,423,874
Fire Equipment & Communication	1,263,700	23,565	-	1,287,265
Office Equipment & Furniture	324,509	50,545	-	375,054
Station #2	910,165	-	-	910,165
Station #3	527,285	-	-	527,285
Station #4	652,944	-	-	652,944
Training Center	723,206	-	-	723,206
Central Station	1,122,893	-	-	1,122,893
Construction in Progress	565,819	3,739,781	-	4,305,600
	<u>\$ 12,376,496</u>	<u>\$ 4,220,391</u>	<u>\$ (184,109)</u>	<u>\$ 16,412,778</u>
Less accumulated depreciation	<u>(196,895)</u>	<u>(143,642)</u>	<u>-</u>	<u>(340,537)</u>
	<u><u>\$ 12,179,601</u></u>	<u><u>\$ 4,076,749</u></u>	<u><u>\$ (184,109)</u></u>	<u><u>\$ 16,072,241</u></u>

Long-term debt. At the end of the current fiscal year, the District had capital leases payable of \$1,648,471, loans payable of \$4,719,618 and general obligation bonds of \$2,789,999.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Management's Discussion and Analysis

September 30, 2007

Economic Factors and Next Year's Budgets and Rates

The District's commissioners approved a resolution for approval of the ad valorem tax rate to \$.10 per \$100.00 valuation of the appraised property within the boundaries of the District for the next year. This tax will be split \$.091 per 100.00 valuation of the appraised property for maintenance and operations of the District and \$.009 per \$100.00 valuation of the appraised property for interest and sinking (debt) fund.

Request for Information

This financial report is designed to provide a general overview of the Travis County Emergency Services District No. 2's finances and the District's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact TCESD #2, Attn: Treasurer, 203 E. Pecan Street, Pflugerville, Texas, 78660.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF NET ASSETS

SEPTEMBER 30, 2007

	<u>Governmental Activities</u>
ASSETS	
Current assets	
Cash and cash equivalents	\$ 247,555
Escrow account for loan proceeds	575,507
Investments	3,141,401
Receivables - Property Taxes (net of uncollectible taxes)	54,978
Other current assets	91,926
Total current assets	<u>4,111,367</u>
Noncurrent assets	
Capital assets (net of accumulated depreciation)	<u>16,072,241</u>
Total noncurrent assets	<u>16,072,241</u>
TOTAL ASSETS	<u><u>\$ 20,183,608</u></u>
LIABILITIES	
Current liabilities	
Accounts payable	\$ 109,149
Deposits	14,500
Capital leases payable	234,406
Loans payable	230,152
Bonds payable	260,000
Total current liabilities	<u>848,207</u>
Noncurrent liabilities	
Capital leases payable	1,414,065
Loans payable	4,489,466
Bonds payable	2,529,999
Compensated absences payable	141,674
Total noncurrent liabilities	<u>8,575,204</u>
TOTAL LIABILITIES	<u>9,423,411</u>
NET ASSETS	
Unrestricted	<u>10,760,197</u>
TOTAL NET ASSETS	<u>10,760,197</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 20,183,608</u></u>

See accompanying notes and independent auditor's report

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TRAV. COUNTY EMERGENCY SERVICES DIST. NO. 2
BALANCE SHEET
GOVERNMENTAL FUNDS

September 30, 2007

	General Fund	Debt Service Fund	Grant and Contract Fund	Capital Projects Fund	Special Revenue Fund	(Memorandum) Total
ASSETS						
Cash	\$ 178,405	\$ 28,997	\$ 16,992	\$ -	\$ 23,161	\$ 247,555
Escrow account for loan proceeds	-	-	-	575,507	-	575,507
Investments	2,747,243	394,158	-	-	-	3,141,401
Receivables						
Property taxes (net of uncollectible taxes)	50,580	4,398	-	-	-	54,978
Other	2,038	-	45,805	-	-	47,843
Prepaid expenses	44,083	-	-	-	-	44,083
Due from other funds	242,065	-	-	977	-	243,042
Total Assets	\$ 3,264,414	\$ 427,553	\$ 62,797	\$ 576,484	\$ 23,161	\$ 4,354,409
LIABILITIES AND FUND EQUITY						
Liabilities						
Accounts payable	\$ 99,532	\$ -	\$ -	\$ -	\$ -	\$ 99,532
Payroll taxes payable	471	-	-	-	-	471
Accrued interest payable	-	9,146	-	-	-	9,146
Deposits	-	-	-	-	14,500	14,500
Due to other funds	977	242,065	-	-	-	243,042
Deferred revenue	50,580	4,398	-	-	-	54,978
Total Liabilities	151,560	255,609	-	-	14,500	421,669
Fund Equity						
Fund balance - Unreserved	3,112,854	171,944	62,797	576,484	8,661	3,932,740
Total Fund Equity	3,112,854	171,944	62,797	576,484	8,661	3,932,740
Total Liabilities and Fund Equity	\$ 3,264,414	\$ 427,553	\$ 62,797	\$ 576,484	\$ 23,161	\$ 4,354,409

Total Governmental Fund Balance

3,932,740

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.

16,072,241

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

54,978

Capital leases, loans and bonds used in governmental activities are not financial resources and therefore are not reported in the funds.

(9,299,762)

Net Assets of Governmental Activities

\$ 10,760,197

See accompanying notes and independent auditor's report

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TRAVIS COUNTY EMERGENCY SERVICES DIST. NO. 2
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS

For the Year Ended September 30, 2007

	Governmental Fund Types					Total
	General Fund	Debt Service Fund	Grant and Contract Fund	Capital Projects Fund	Special Revenue Fund	(Memorandum)
REVENUES						
Property taxes, including penalties and interest	\$4,159,926	\$ 361,879	\$ -	\$ -	\$ -	\$ 4,521,805
Sales tax receipts	2,479,951	-	-	-	-	2,479,951
Service contracts	76,740	-	-	-	-	76,740
Fees	198,104	-	-	-	76,160	274,264
Grant	-	-	759,194	-	-	759,194
Donations and contributions	1,330	-	-	-	-	1,330
Other	71,074	-	-	-	-	71,074
Total Revenues	6,987,125	361,879	759,194	-	76,160	8,184,358
EXPENDITURES						
Current						
General and administrative	310,650	-	-	-	53,008	363,658
Public safety	5,125,841	-	711,454	-	-	5,837,295
Debt service						
Principal retirement	-	250,000	-	-	-	250,000
Interest & fees	-	117,194	-	-	-	117,194
Noncurrent liabilities						
Principal	443,612	-	-	-	-	443,612
Interest	327,164	-	-	-	-	327,164
Capital outlay	480,610	-	-	3,739,781	-	4,220,391
Total Expenditures	6,687,877	367,194	711,454	3,739,781	53,008	11,559,314
Excess (Deficiency) of Revenues Over (Under) Expenditures	299,248	(5,315)	47,740	(3,739,781)	23,152	(3,374,956)
OTHER FINANCING SOURCES (USES)						
Interest income	263,593	-	-	-	-	263,593
Transfers in	34,000	189,387	15,057	4,315,277	10,509	4,564,230
Transfers out	(4,539,230)	-	-	-	(25,000)	(4,564,230)
Total Other Financing Sources (Uses)	(4,241,637)	189,387	15,057	4,315,277	(14,491)	263,593
SPECIAL ITEMS						
Proceeds from sale of vehicles	184,109	-	-	-	-	184,109
Other losses	(47,923)	-	-	-	-	(47,923)
Total Special Items	136,186	-	-	-	-	136,186
Net Change In Fund Balances	(3,806,203)	184,072	62,797	575,496	8,661	(2,975,177)
FUND BALANCE, beginning of year	6,919,057	(12,128)	-	988	-	6,907,917
FUND BALANCE, end of year	\$3,112,854	\$ 171,944	\$ 62,797	\$ 576,484	\$ 8,661	\$ 3,932,740

See accompanying notes and independent auditor's report

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2007

Net Change in Fund Balances - Total Governmental Funds	\$ (2,975,177)
<p>Amounts reported for governmental activities in the Statement of Activities are different because:</p>	
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This the amount by which capital outlays exceeded depreciation in the current period.</p>	4,076,749
<p>Bond, loan and capital lease proceeds provide current financial resources to governmental funds, while the repayment on debt is an expenditure in the governmental funds. Neither transaction has any effect on net assets. This is the amount by which debt issued exceeded repayments.</p>	693,612
<p>Some expense reported in the statement of activities, such as compensated absences, do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.</p>	73,945
<p>In the Statement of Activities only the gain on the sale of assets is reported while in the governmental fundsthe proceeds from the sale increase current financial resources.</p>	(184,109)
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.</p>	<u>4,166</u>
<p>Change in Net Assets of Governmental Activities</p>	<u><u>\$ 1,689,186</u></u>

See accompanying notes and independent auditor's report

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2
 STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL-GENERAL FUND
 FOR THE YEAR ENDED

SEPTEMBER 30, 2007

	<u>Original</u>	<u>Final</u>	<u>Actual</u>	Variance With Final Budget Favorable (Unfavorable)
REVENUES				
Property and Sales Taxes	\$ 6,080,143	\$ 6,636,366	\$ 6,639,877	\$ 3,511
Facilities Income	2,500	2,500	-	(2,500)
Fee for service	120,000	188,301	198,104	9,803
Service Contracts	55,500	76,740	76,740	-
Gifts	-	1,030	1,330	
Miscellaneous	35,000	235,056	255,183	20,127
Interest Income	90,000	197,232	263,593	66,361
TOTAL REVENUES	<u>6,383,143</u>	<u>7,337,225</u>	<u>7,434,827</u>	<u>97,302</u>
EXPENDITURES				
Public Safety	5,029,500	5,472,945	5,125,841	347,104
General and administrative	302,500	405,500	358,573	46,927
Capital lease payment	658,253	770,780	770,776	4
Capital outlays	311,100	713,000	480,610	232,390
TOTAL EXPENDITURES	<u>6,301,353</u>	<u>7,362,225</u>	<u>6,735,800</u>	<u>626,425</u>
Excess (deficiency) of revenues over (under) expenditures and other sources (uses)	81,790	(25,000)	699,027	723,727
FUND BALANCE, beginning of year	<u>6,919,057</u>	<u>6,919,057</u>	<u>6,919,057</u>	<u>-</u>
FUND BALANCE, end of year	<u>\$ 7,000,847</u>	<u>\$ 6,894,057</u>	<u>\$ 7,618,084</u>	<u>\$ 723,727</u>

See accompanying notes and independent auditor's report

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of Travis County Emergency Services District No. 2 (the District) included in the accompanying financial statements conforms to generally accepted accounting principles (GAAP) as applied to governmental entities. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), which constitutes the primary source of GAAP for governmental units. The following represents the more significant accounting and reporting policies and practices used by the District.

A. Reporting Entity

Travis County Emergency Services District No. 2 was created by order of the Travis County Commissioners Court following a conversion election which was held within the boundaries of Travis County Rural Fire Prevention District No. 3. A majority of the voters within the Rural Fire District voted to convert the Rural Fire District to the Emergency Services District. This election was held on January 18, 1992. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a five member Board of Commissioners appointed by the Travis County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

Effective October 1, 1994, the District assumed, through a series of agreements, the assets (excluding certain fire facilities), leases, and other obligations of the Pflugerville Volunteer Fire Department.

The District does not meet the criteria for inclusion as a component unit of any entity nor does any entity meet the criteria for inclusion as a component unit of the District.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net assets and the statement of activities. These statements report financial information for the District as a whole. The primary government unit is presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes, from business-type activities, generally financed in whole or in part with fees charged to external customers.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarized more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenue to be available when it is collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The District reports the following major governmental fund:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Private-sector standards of accounting and financial reporting issued prior to November 30, 1989, generally are followed in both the government-wide fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Major revenue sources susceptible to accrual include: property taxes and sales tax. In general, other revenues are recognized when cash is received.

When both restricted and unrestricted resources are available for us, it is the District's policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Budgetary Data

A budget adopted by the Board is presented in the accompanying financial statements on the same basis of accounting as actual amounts. The budget is not legally binding.

No supplemental appropriations were made during the year. Appropriations lapse at the end of the year.

E. Investments

Investments consisting of investments in the State Treasurer's Investment Pool are stated at cost which approximates market value.

F. Property Taxes

Ad valorem taxes, penalties, and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District.

G. Capital Assets

Capital assets, which include property, plant and equipment, are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend assets lives are not capitalized. Property, plant, and equipment of the primary government are depreciated using the straight line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
New Fire Trucks	20
Equipment/Used Fire Trucks	10
Building Improvements	40

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H. Fund Equity

Reserves represent those portions of fund equity not appropriable for expenditure or legally segregated for a specific future use. Designated fund balances represent tentative plans for future use of financial resources.

I. Compensated Absences

Vested or accumulated vacation and sick leave that is expected to be liquidated with expendable available resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. No expenditure has been recorded. The amount of vested or accumulated vacation and sick leave that is not expected to be liquidated with expendable available financial resources is reported in the General Long-Term Debt Account Group.

NOTE 2 - CASH AND INVESTMENTS

The investment policies of the District are governed by State statute and an adopted District Investment Policy that includes depository contract provisions and custodial contract provisions. Major provisions of the District's investment policy include: depositories must be FDIC insured Texas banking institutions; depositories must fully insure or collateralize all demand and time deposits; securities collateralizing time deposits are held by independent third party trustees.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 2 - CASH AND INVESTMENTS (continued)

Cash and cash equivalents are carried at cost which approximates market value. At September 30, 2007, the carrying amount of the District's deposits was \$247,555. The bank balance was \$270,895. Of the bank balance, \$172,580 was covered by federal depository insurance and collateral held by the District's depository agent in the District's name.

During the 2006 fiscal year, the District established an escrow account to maintain the proceeds of a loan agreement with Wells Fargo Brokerage Services in the amount of \$4,250,000 for construction financing on several District Projects. As of the end of the year most of the funds had been drawn to pay construction costs and therefore the escrow account had a remaining balance of \$575,507 which represented the fair market value. In accordance with the loan agreement, the funds are held in a Wells Fargo Funds Government Money Market Fund at Wells Fargo Brokerage Services, LLC.

Investments -TexPool is duly chartered and administered by the State Treasurer's Office. Its portfolio consists of U.S. Treasury bills and notes, collateralized certificates of deposit, and repurchase agreements. GASB Statement No. 3 requires the District to assign risk categories for its investments, except those in which securities are not used as evidence of the investment. TexPool has not been assigned a risk category since the District is not issued securities, but rather it owns an undivided beneficial interest in the assets of TexPool.

The District's investments at September 30, 2007 are stated at cost as follows:

	<u>Carrying Amount</u>	<u>Market Value</u>
TexPool	<u>\$3,141,401</u>	<u>\$ 3,141,401</u>

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 3 - FIXED ASSETS

The following is a summary of changes in the General Fixed Assets during the year:

	BALANCE 9/30/2006	ADDITIONS	DELETIONS	BALANCE 9/30/2007
Land	1,084,492	-	-	1,084,492
Fire Vehicles	5,201,483	406,500	(184,109)	5,423,874
Fire Equipment & Communication	1,263,700	23,565	-	1,287,265
Office Equipment & Furniture	324,509	50,545	-	375,054
Station #2	910,165	-	-	910,165
Station #3	527,285	-	-	527,285
Station #4	652,944	-	-	652,944
Training Center	723,206	-	-	723,206
Central Station	1,122,893	-	-	1,122,893
Construction in Progress	565,819	3,739,781	-	4,305,600
	<u>12,376,496</u>	<u>4,220,391</u>	<u>(184,109)</u>	<u>16,412,778</u>
Less accumulated depreciation	<u>(196,895)</u>	<u>(143,642)</u>	<u>-</u>	<u>(340,537)</u>
	<u><u>12,179,601</u></u>	<u><u>4,076,749</u></u>	<u><u>(184,109)</u></u>	<u><u>16,072,241</u></u>

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 4 - LONG-TERM DEBT

General Obligation Bonds

The District issued limited tax bonds for construction of fire protection facilities and equipment. Tax revenue from yearly ad valorem tax assessments will pay principal and interest on the outstanding tax-supported bonds of the District.

	Limited Tax Bonds
Debt outstanding, 10/01/06	\$ 3,039,999
Additional bonds issued	-
Retirements & repayments	250,000
Debt outstanding, 09/30/07	<u>\$ 2,789,999</u>

Detailed information on the original limited tax bond obligation is as follows:

	Date of Issue	Interest Rate	Original Principal Balance
\$ 2,500,000 Limited Tax Bond - Series 1996	2/1/1996	6.40 - 4.50%	\$ 2,240,000
\$ 2,150,000 Limited Tax Bond - Series 1997	4/1/1997	7.00 - 5.00%	\$ 1,985,000
\$ 2,604,999 Limited Tax Bond - Series 2005	4/15/2005	3.00 - 4.00%	\$ 2,604,999

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 4 - LONG-TERM DEBT - (continued)

The following schedule sets forth the debt service requirements on the outstanding bond indebtedness of the District as of September 30, 2007:

<u>For the Year September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2008	\$ 260,000	\$ 107,342	\$ 367,342
2009	139,999	225,839	\$ 365,838
2010	280,000	88,576	\$ 368,576
2011	290,000	78,238	\$ 368,238
2012	300,000	66,800	\$ 366,800
Thereafter	1,520,000	141,600	\$ 1,661,600
	<u>\$2,789,999</u>	<u>\$ 708,395</u>	<u>\$ 3,498,394</u>

Loan Agreements

During the 2006 fiscal year, the District entered into two loan agreements with Wells Fargo Brokerage Services. The first was a loan for land purchased by the District in the amount of \$700,000. The second was for the financing of improvements to properties owned by the District in the amount of \$4,250,000. The proceeds of this loan are being used to fund the construction of 1) an administrative office building, 2) a training facility and 3) an educational facility.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 4 - LONG-TERM DEBT - (continued)

Long-term debt at September 30, 2007 consisted of the following:

Notes payable to Wells Fargo at 4.99% interest, secured by district assets, due in semi-annual installments through June 2021	\$ 4,053,819
Notes payable to Wells Fargo at 4.35% interest, secured by land, due in semi-annual installments through March 2011	665,800
	<u>4,719,619</u>
Less current portion	229,300
	<u><u>\$ 4,490,319</u></u>

Maturities of long-term debt for the fiscal years subsequent to September 30, 2007 are as follows:

2008	\$ 230,151
2009	241,622
2010	253,664
2011	828,793
2012	251,006
Thereafter	2,914,383
	<u><u>\$ 4,719,619</u></u>

NOTE 5 - PROPERTY TAXES

Property taxes attach as an enforceable lien on January 1. Taxes are levied on or about October 1st are due on November 1st, and are past due the following February 1st. The Travis Central Appraisal District established appraisal values in accordance with requirements of the Texas Legislature. The District levies taxes based upon the appraised values. The Travis County Tax Collector bills and collects the District's property taxes. The property tax rates, established in accordance with state laws, were based on 100% of the net assessed valuation of real property within the District on the 2006 tax roll. The assessed value of the 2006 tax roll upon which the levy for the 2006 fiscal year was based, was \$4,484,313,940.

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Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 5 - PROPERTY TAXES (continued)

The tax rates assessed for the year ended September 30, 2007 to finance General Fund operations and the payment of principal and interest on general obligation long-term debt were \$0.091 and \$0.009 per \$100 valuation, respectively, for a total of \$0.10 per \$100 valuation.

At September 30, 2007, an allowance for uncollectible taxes was provided in the amount of \$54,978. Property taxes receivable at September 30, 2007 consisted of the following:

	General Fund	Debt Service Fund
Current year levy	\$ 50,580	\$ 4,398
Prior year's levy	137,678	11,972
Allowance for uncollectible taxes	<u>(137,678)</u>	<u>(11,972)</u>
	<u>\$ 50,580</u>	<u>\$ 4,398</u>

The District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

NOTE 6 - DEFINED CONTRIBUTION PLAN

The District provides pension benefits through a defined contribution plan with Principal Financial Group. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate after meeting defined requirements. The District contributes eight percent (8%) of the employee's salary each month. The District's contributions for each employee (and interest allocated to the employee's account) vest 20% per year during the first five years of service. The District's contribution for the year ended September 30, 2007 was \$262,643.

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Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 7 - CAPITAL LEASE OBLIGATIONS

The District is obligated under certain leases accounted for as capital leases. The leased assets and related obligations are accounted for in the General Fixed Assets Account Group and the General Long-Term Debt Account Group, respectively. Assets under capital leases totaled \$1,648,471 at September 30, 2007.

The General Long-Term Debt Account Group includes the District's obligations under capital leases which are not due in the current period. Following is a summarization of capital lease transactions for the year ended September 30, 2007:

Balance, September 30, 2006	\$ 1,872,857
Acquisition of new debt	-
Retirement of debt	<u>(224,386)</u>
Balance, September 30, 2007	<u><u>\$ 1,648,471</u></u>

Lease obligations in the General Long-Term Debt Account Group are funded with general revenue sources.

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Notes to the Financial Statements

For the year ended September 30, 2007

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NOTE 7 - CAPITAL LEASE OBLIGATIONS (continued)

The following is a schedule of future minimum lease payments under capital leases, together with the net present value of the minimum lease payments as of September 30, 2007:

Year Ending September 30,	Amount
2008	\$ 312,177
2009	287,177
2010	262,177
2011	262,177
2012	213,029
Thereafter	<u>667,933</u>
Minimum lease payments for all capital leases	\$ 2,004,670
Less amount representing interest at the District's incremental borrowing rate	<u>(356,199)</u>
Present Value of minimum lease Payments	<u><u>\$ 1,648,471</u></u>

NOTE 8 - RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained coverage from VFIS and has effectively managed risk. All risk management activities are accounted for in the General Fund. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 9 - COMMITMENTS

Effective October 1, 1995, the District entered into an Agreement with the Pflugerville Volunteer Fire Department (the Department). The Department agreed to provide support services to the District. The District agreed to pay the Department a total of \$7,500 per year out of tax revenues actually collected by the District. The term of the Agreement is yearly and may be terminated by either party by providing ninety days written notice of termination to the other party. Amounts payable to the Department shall be disbursed to the Department quarterly if, as and when collected by the District, following the provision by the District of adequate reserves of such tax receipts for other budgeted expenditures of the District. Under the Agreement the District will provide administrative services, all necessary equipment and training for Department personnel.

Effective December 13, 2001, the District entered into an Agreement with the City of Austin Fire Department to provide dispatch services to the District service area on a fee-for-service basis. The service fee is based on the number of calls dispatched in the District service area in the preceding year and was \$22.00 per call and totaled \$90,948 during 2007. Either party may terminate this agreement with 90 days prior written notice to the other party.

Effective April 25, 2000, the District entered into an Agreement with ICProcess.com (ICP) to provide billing services for the District's fees charged to respond to fire calls and other related departmental services provided to the general public. The District may terminate this agreement at any time upon thirty (30) days prior written notice to ICP. The Agreement calls for the District to pay ICP a twenty percent (20%) commission of the total amount collected on behalf of the District.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Notes to the Financial Statements

For the year ended September 30, 2007

NOTE 10 - BEGINNING CASH ADJUSTMENT TO BOOKS

On the Districts' trial balance that was provided for the 2007 fiscal year end audit a cash account titled "Audit Difference On Cash Accounts" was noted. This account was used in the initial set up of the Districts' in house accounting system as a balancing account. The beginning balance in this account was not tied to any of the Districts' bank accounts or investment accounts. The following reconciliation will show the adjustments made to the account:

<u>Audit Difference On Cash Accounts</u>	
Beginning Balance	<u>121,918</u>
Adjustments to:	
Accounts receivables	2,038
Accounts payables	(171,675)
Suspense account	(1,432)
Due to Due from accounts	(157,085)
Revenue accounts	(278,356)
Net asset accounts	3,873,689
Transfer accounts	(3,832,427)
Bank accounts	384,714
Payroll accounts	(4,506)
Prepaid expenses	124,825
Deposit account for Pflugerhall	<u>(13,780)</u>
Ending Balance	<u><u>47,923</u></u>

The final adjustment to "Audit Difference On Cash Accounts" in the amount of \$47,923 was unable to be identified. This amount was reclassified to other decrease in net assets.

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Audited Financial Statements
Prepared for:

Travis County Services District #5
For the Year Ended
December 31, 2005

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Rupert & Associates, P.C.
10616 Manchaca Rd.
Austin, TX 78748

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

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RUPERT & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

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Travis County Emergency Services District #5
Board of Directors

We have audited the accompanying financial statements of the general fund of Travis County Emergency Services District #5 as of and for the year ended December 31, 2005, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District #5's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Travis County Emergency Services District #5 as of December 31, 2005, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on page 3, is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Travis County Emergency Services District #5 has not presented a budgetary comparison schedule that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements that comprise the Travis County Emergency Services District #5's basic financial statements. The introductory section is presented for purposes of additional analysis and is not a required part of the basic financial statements. The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them. The absence of a budgetary comparison does not affect our conclusion on the fair presentation of the basic financial statements.

Rupert & Associates, P.C.

Austin, TX
May 31, 2007

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Management's Discussion and Analysis

The discussion and analysis of Emergency Service District #5's financial performance provides an overview of the ESD financial activities for year ended December 31, 2005.

FINANCIAL HIGHLIGHTS

In 2005, property tax revenues increased by \$4,628, from \$641,197 in 2004 to \$645,825 in 2005, representing an increase of approximately .72 percent.

The expenses for the budget for Manchaca Volunteer Fire and Rescue Department (MVF&R), increased from \$414,371 in 2004, to \$512,932 in 2005, or 23.7 percent.

Legal expenses for the ESD decreased from \$10,560 in 2004 to \$5,759 in 2005; a decrease of 45 percent. Legal fees are related to the Shady Hollow MUD effort to build a new fire station.

Fund balance on December 31, 2005 was \$904,210 and net assets were \$942,127.

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Travis County Emergency Services District #5
Statement of Net Assets and
Governmental Funds Balance Sheet
December 31, 2005

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Current Assets				
Cash and Cash Equivalents	\$ 382,292.56	\$ 382,292.56	\$ -	\$ 382,292.56
Investments	191,175.18	191,175.18	-	191,175.18
Property Tax Receivable	321,946.18	321,946.18	-	321,946.18
Prepaid Expenses	8,796.51	8,796.51	-	8,796.51
Capital assets, net of accumulated depreciation			37,916.67	37,916.67
Total Assets	904,210.43	904,210.43	37,916.67	942,127.10
LIABILITIES				
Total Liabilities	-	-	-	-
FUND BALANCES / NET ASSETS				
Fund balances:				
Unreserved	904,210.43	904,210.43	(904,210.43)	-
Total fund balance	904,210.43	904,210.43	(904,210.43)	-
Total liabilities and fund balances	\$ 904,210.43	\$ 904,210.43		
Net Assets:				
Invested in capital assets, net of related debt			37,916.67	37,916.67
Unrestricted			904,210.43	904,210.43
			\$ 942,127.10	\$ 942,127.10

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Travis County Emergency Services District #5
Statement of Activities and
Governmental Fund Revenues, Expenditures, and
Changes in Fund Balances
For the Year Ended December 31, 2005

	General Fund	Total	Adjustments	Statement of Net Assets
Revenues:				
Property taxes	\$ 645,824.94	\$ 645,824.94		\$ 645,824.94
Investment earnings	8,768.41	8,768.41		8,768.41
Total revenues	654,593.35	654,593.35		654,593.35
Expenditures/expenses:				
ESD Operations	14,772.85	14,772.85		14,772.85
Manchaca Volunteer Fire Department	512,932.17	512,932.17		512,932.17
Depreciation		-	13,000.00	13,000.00
Total expenditures/expenses	527,705.02	527,705.02	13,000.00	540,705.02
Excess of revenues over expenditures	126,888.33	126,888.33	(13,000.00)	
Change in net assets				113,888.33
Fund balance / net assets:				
Beginning of the year	769,899.76	769,899.76	(14,083.33)	820,816.43
Prior Period Adjustment	7,422.34	7,422.34		7,422.34
Adjusted beginning balance	777,322.10	777,322.10	(14,083.33)	828,238.77
End of the year	\$ 904,210.43	\$ 904,210.43	\$ (27,083.33)	\$ 942,127.10

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The accompanying notes are an integral part of these financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Note 1 - Summary of Significant Accounting Principles

Reporting Entity

The Travis County Emergency Services District #5 was organized in the State of Texas under Article III, Section 48-e of the Texas Constitution for the protection of human life and health as provided by this Act.

Creation and Purpose of Travis County Emergency Services District #5

The county judge was presented with a petition signed by at least one hundred qualified voters of Travis County who own taxable real property within the proposed district. The petition requested the formation of an emergency services district.

The specific purpose of the Travis County Emergency Services District #5 is to provide medical and ambulance and fire fighting services within the boundaries of Travis County.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the nonfiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Revenues* include tax distributions from the Travis County Appraisal District and interest earned on cash held in interest-bearing accounts and a fixed term CD. Travis County Emergency Services District #5 has one fund, the general fund, to account for the acquisition, use, and balances of the government's expendable financial resources and the related current liabilities.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Interest associated with the current fiscal period is considered susceptible to accrual and so has been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental fund:

General Fund - The General Fund is used to account for all financial resources of the District. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

The District uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the modified accrual basis of accounting when the related liability is incurred.

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P. CHAMBERLAIN

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property tax receivables will ultimately be collected. However, the time of collection as well as the ultimate amount to be collected is indefinite, based on taxpayer protests and appraisal district adjustments.

Note 2 - Tax Assessment

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed and collected by the Travis Central Appraisal District and the Travis County Tax Office.

Note 3 - Cash Deposits

The Board of Commissioners has the authority to designate one or more banks to serve as depositories for the funds of the district. To the extent that the funds in a depository bank are not insured by the Federal Deposit Insurance Corporation, the funds are secured in the manner provided by law for the security of county funds. Bank balances of TCESD#5 that exceed FDIC limits are entirely collateralized with securities held by Bank of America in the name of TCESD#5. The market value of securities pledged by the Bank on behalf of TCESD#5 at year end was \$519,823.

Minimal cash balances are maintained in the District's checking account. The majority of the District's funds are maintained in the savings account. The District's carrying amount of cash in checking and savings at December 31, 2005, is presented below.

Bank of America, Savings	\$ 378,965.17
Bank of America, Checking	3,327.39
	<u>\$ 382,292.56</u>

The year end balance of the CD was \$191,175.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Note 4 – Revenues and Receivables

Property tax revenues collected during the year ended December 31, 2005, and property tax receivable at year-end are made up of the sum of the following:

	<i>Collected</i>	<i>Receivable</i>	<i>Total Revenue</i>
			<i>Current period</i>
2004	\$ 277,127.55	\$ 4,983.72	\$ -
2005	372,030.66	269,427.57	641,458.23
Deposits in Transit	(37,271.13)	37,271.13	
Prior Years	1,419.43	10,263.76	
Penalties & Interest	4,366.71		4,366.71
	617,673.22	\$ 321,946.18	\$ 645,824.94

Note 5 – Fixed Assets

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or estimated fair market value at the date of donation and are depreciated using the straight line method over the estimated useful life of the asset. Assets reported on the financial statements are as follows:

Vehicles	\$ 65,000.00
Accumulated Depreciation	(27,083.33)
	\$ 37,916.67

When capital assets that are to be used in governmental activities are purchased the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balance decreases by the amount of financial resources expended, whereas net assets decrease by the amount of depreciation expense charged for the year.

Note 6 – Related Parties

Nature of Relationship

A commissioner of Travis County Emergency Services District #5 is also a board member of the Manchaca Volunteer Fire Department, a major contractual expenditure of the Travis County Emergency Services District #5.

Transaction Description

Expenditures of the Manchaca Volunteer Fire Department are presented to the Travis County Emergency Services District #5 Board to be approved for payment on a monthly basis. Payments are made out of the current year's tax collections. Transaction dollar amounts for fiscal year 2005 were: Manchaca Volunteer Fire Department - \$512,932

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Note 7 – Prepaid Expenses

Prepaid expenses on the balance sheet reports expense items for future periods that were paid for in the current period. These expenses will be recognized in the coming year, in the period to which they apply. In 2005 there was \$8,796 in prepaid regional radio service fees shown as prepaid expenses on the balance sheet.

Note 8 – Prior Period Adjustment

A prior period adjustment was made to adjust receivables due to the district at year-end to the amount reported by the Travis County Tax Office at December 31, 2006. Receivable balances are subject to change due to adjustments made by the Travis County Appraisal District or the Travis County Tax Office.

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Audited Financial Statements
Prepared for:

Travis County Services District #5
For the Year Ended
December 31, 2006

Rupert & Associates, P.C.
10616 Manchaca Rd.
Austin, TX 78748

TRAVIS COUNTY
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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

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TRAVIS COUNTY
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2009 JAN 22 AM 9:08
MONTGOMERY


RUPERT & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

May 31, 2007

To The Board of Commissioners
Travis County Emergency Services District #5

In planning and performing our audit of the financial statements of Travis County Emergency Services District #5 for the years ended December 31, 2004, 2005, and 2006, we considered the Organization's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

However, during our audit, we became aware of some matters that present an opportunity for strengthening internal controls and operating efficiency. This letter does not affect our reports dated May 25 and May 31, 2007, on the financial statements of Travis County Emergency Services District #5.

Matters discussed are considered management points, which are observations and suggestions regarding the organization's operational or administrative efficiencies. We will review the status of these comments during our next audit engagement. We will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing changes to the conditions.

This report is intended solely for the information and use of Travis County Emergency Services District #5's management, and Board and is not intended to be and should not be used by anyone other than these specified parties.

Rupert & Associates, P.C.

Austin, Texas

AUDITORS OFFICE
2009 JAN 22 AM 9:08

**Travis County Emergency Services District #5
Management Letter – Audits FYE 12/31/04, 12/31/05, and 12/31/06**

Statement of Condition #1 – Management Point

Transfers between Funds

Transfers between funds should offset each other and not have any effect on the income statement. They should not be recorded as income and expenses.

Effect of Condition

Income and expense account balances may be overstated.

Recommendation

Record transfers by moving funds directly from one account to another without impacting the income statement.

Statement of Condition #2 – Management Point

Netting of Revenues and Expenses

Travis County Tax Office (TCTO) charges fees for their services. Once a year, one of the property tax revenue transfers is reduced for the amount of fees charged.

Effect of Condition

Total property tax revenues and TCTO service fees are understated.

Recommendation

The full amount of the revenue should be recorded with a separate line entry for the TCAD service fees made as a reduction to the cash deposited.

Statement of Condition #3 – Management Point

Board Approval of Investment Activity

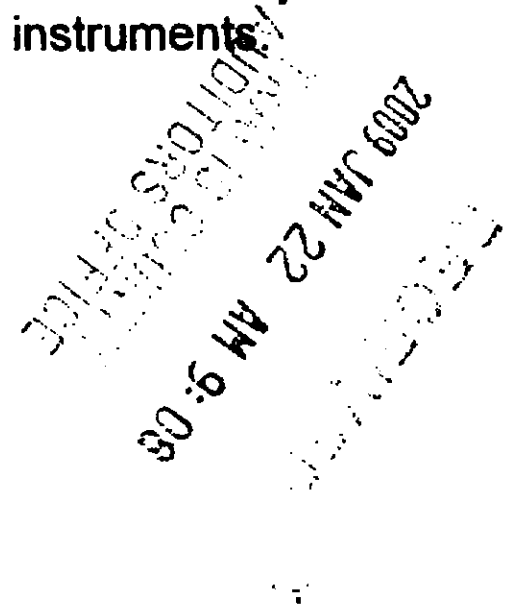
Travis County ESD #5 had significant investment activity in 2005 and 2006.

Effect of Condition

There is no evidence of Board discussion and approval of investments.

Recommendation

Board meeting minutes should evidence open discussion of investment activity and approvals to move significant amounts of money in investment instruments.





RUPERT & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

Travis County Emergency Services District #5
Board of Directors

We have audited the accompanying financial statements of the general fund of Travis County Emergency Services District #5 as of and for the year ended December 31, 2006, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District #5's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Travis County Emergency Services District #5 as of December 31, 2006, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on page 3, is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Travis County Emergency Services District #5 has not presented a budgetary comparison schedule that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements that comprise the Travis County Emergency Services District #5's basic financial statements. The introductory section is presented for purposes of additional analysis and is not a required part of the basic financial statements. The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them. The absence of a budgetary comparison does not affect our conclusion on the fair presentation of the basic financial statements.

Rupert & Associates, P.C.

Austin, TX
May 31, 2007

2009 JAN 22 AM 9:00
TRAVIS COUNTY
AUDITORS OFFICE

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Management's Discussion and Analysis

The discussion and analysis of Emergency Service District #5's financial performance provides an overview of the ESD financial activities for year ended December 31, 2006.

FINANCIAL HIGHLIGHTS

The revenue from tax collections in 2006 was \$698,517, an increase of \$52,692 over the prior year, or approximately 8 percent.

The expenses for the Manchaca Volunteer Fire and Rescue Department (MVF&R), increased from \$493,832 which was a decrease of \$19,100, or 3 percent.

An election expense fee was paid to Travis County for services rendered since ESD #5 had an initiative on the May ballot.

The ESD purchased a new 2006 Ferrara Wild Land Interface Engine for \$230,000 which was financed by Wells Fargo at an interest rate of 4.99% which will result in total payout of \$259,390.64 over a four year period. The first payment is due in August of 2007.

The ESD continued to invest in CDs that provided a larger interest rate due to the amount available to invest. This resulted in interest income increasing from \$8,768 in 2005 to \$22,467 in 2006.

Fund balance on December 31, 2006 was \$1,109,333 and net assets were \$1,145,925.

TRAVIS COUNTY
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Travis County Emergency Services District #5
Statement of Net Assets and
Governmental Funds Balance Sheet
December 31, 2006

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Current Assets				
Cash and Cash Equivalents	\$ 279,581.90	\$ 279,581.90	\$ -	\$ 279,581.90
Investments	401,141.56	401,141.56	-	401,141.56
Property Tax Receivable	420,869.75	420,869.75	-	420,869.75
Prepaid Expenses	12,642.20	12,642.20	-	12,642.20
Other capital assets, net of accumulated depreciation			266,592.07	266,592.07
Total Assets	\$ 1,114,235.41	\$ 1,114,235.41	266,592.07	1,380,827.48
LIABILITIES				
Accounts Payable	\$ 4,902.62	\$ 4,902.62	-	4,902.62
Long-term liabilities:				
Due within one year			64,847.65	64,847.65
Due after one year			165,152.35	165,152.35
Total Liabilities	4,902.62	4,902.62	230,000.00	234,902.62
FUND BALANCES / NET ASSETS				
Fund balances:				
Unreserved	1,109,332.79	1,109,332.79	(1,109,332.79)	-
Total fund balance	1,109,332.79	1,109,332.79	(1,109,332.79)	-
Total liabilities and fund balances	\$ 1,114,235.41	\$ 1,114,235.41		
Net Assets:				
Invested in capital assets, net of related debt			36,592.07	36,592.07
Unrestricted			1,109,332.79	1,109,332.79
Total net assets			\$ 1,145,924.86	\$ 1,145,924.86

The accompanying notes are an integral part of these financial statements.

TRAVIS COUNTY
 AUDITORS OFFICE
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Travis County Emergency Services District #5
Statement of Activities and
Governmental Fund Revenues, Expenditures, and
Changes in Fund Balances
For the Year Ended December 31, 2006

	General Fund	Total	Adjustments	Statement of Net Assets
Revenues:				
Property taxes	\$ 698,516.76	\$ 698,516.76	-	\$ 698,516.76
Investment earnings	22,466.90	22,466.90	-	22,466.90
Total revenues	<u>720,983.66</u>	<u>720,983.66</u>	<u>-</u>	<u>720,983.66</u>
Expenditures/expenses:				
ESD Operations	27,665.13	27,665.13	-	27,665.13
Manchaca Volunteer Fire Department	493,831.94	493,831.94	-	461,926.35
Depreciation	-	-	33,230.19	33,230.19
Total expenditures/expenses	<u>521,497.07</u>	<u>521,497.07</u>	<u>33,230.19</u>	<u>522,821.67</u>
Excess of revenues over expenditures	199,486.59	199,486.59	(33,230.19)	
Change in net assets				198,161.99
Fund balance / net assets:				
Beginning of the year	904,210.43	904,210.43	(27,083.33)	942,127.10
Prior Period Adjustment	5,635.77	5,635.77	-	5,635.77
Adjusted beginning balance	<u>909,846.20</u>	<u>909,846.20</u>	<u>(27,083.33)</u>	<u>947,762.87</u>
End of the year	<u><u>\$ 1,109,332.79</u></u>	<u><u>\$ 1,109,332.79</u></u>	<u><u>\$ (60,313.52)</u></u>	<u><u>\$ 1,145,924.86</u></u>

The accompanying notes are an integral part of these financial statements.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Note 1 - Summary of Significant Accounting Principles

Reporting Entity

The Travis County Emergency Services District #5 was organized in the State of Texas under Article III, Section 48-e of the Texas Constitution for the protection of human life and health as provided by this Act.

Creation and Purpose of Travis County Emergency Services District #5

The county judge was presented with a petition signed by at least one hundred qualified voters of Travis County who own taxable real property within the proposed district. The petition requested the formation of an emergency services district.

The specific purpose of the Travis County Emergency Services District #5 is to provide medical and ambulance and fire fighting services within the boundaries of Travis County.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the nonfiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Revenues* include tax distributions from the Travis County Appraisal District and interest earned on cash held in interest-bearing accounts and a fixed term CD. Travis County Emergency Services District #5 has one fund, the general fund, to account for the acquisition, use, and balances of the government's expendable financial resources and the related current liabilities.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Notes to the Financial Statements

Interest associated with the current fiscal period is considered susceptible to accrual and so has been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental fund:

General Fund - The General Fund is used to account for all financial resources of the District. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

The District uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the modified accrual basis of accounting when the related liability is incurred.

2009 JAN 22 AM 9.
TRAVIS COUNTY
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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property tax receivables will ultimately be collected. However, the time of collection as well as the ultimate amount to be collected is indefinite, based on taxpayer protests and appraisal district adjustments.

Note 2 - Tax Assessment

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed and collected by the Travis Central Appraisal District and the Travis County Tax Office.

Note 3 – Cash Deposits

The Board of Commissioners has the authority to designate one or more banks to serve as depositories for the funds of the district. To the extent that the funds in a depository bank are not insured by the Federal Deposit Insurance Corporation, the funds are secured in the manner provided by law for the security of county funds. Bank balances of TCESD#5 that exceed FDIC limits are entirely collateralized with securities held by Bank of America in the name of TCESD#5. These pledged securities have a year-end market value of \$634,576.

Minimal cash balances are maintained in the District's checking account. The majority of the District's funds are maintained in the savings account. The District's carrying amount of cash in checking and savings at December 31, 2006, is presented below.

Bank of America, Savings	\$ 276,324.74
Bank of America, Checking	3,257.16
Total Cash & Equivalents	279,581.90
 Fixed Term CD	 401,141.56
Total Cash & Investments	\$ 680,723.46

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Note 4 – Revenues and Receivables

Property tax revenues collected during the year ended December 31, 2006, and receivables at year-end are made up of the sum of the following:

	<i>Collected</i>	<i>Receivable</i>	<i>Current Revenue</i>
2005	\$ 266,018.44	4,062.96	
2006	364,293.58	328,528.56	692,822.14
Deposits in Transit	(78,397.01)	78,397.01	
Prior Years	9,204.59	9,881.22	
Penalties & Interest	5,694.62		5,694.62
	<u>\$ 566,814.22</u>	<u>\$ 420,869.75</u>	<u>\$ 698,516.76</u>

Note 5 – Fixed Assets

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or estimated fair market value at the date of donation and are depreciated using the straight line method over the estimated useful life of the asset. Assets reported on the financial statements are as follows:

1997 Rescue Vehicle	\$ 65,000.00
2006 Wildland Engine	230,000.00
2006 Command Pickup	31,905.59
Accumulated Depreciation	<u>(60,313.52)</u>
	\$ 266,592.07

When capital assets that are to be used in governmental activities are purchased the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balance decreases by the amount of financial resources expended, whereas net assets decrease by the amount of depreciation expense charged for the year.

Note 6 – Capital Lease

A governmental lease-purchase agreement was entered into on August 22, 2006, with Wells Fargo Brokerage Services for the purchase of a 2006 Ferrara Wild Land Interface Engine. The financed amount was \$230,000 with an interest rate of 4.99% for a term of 48 months. Four equal annual payments of \$65,847.65, beginning August 22, 2007, will satisfy the principal and interest due on the lease with a final purchase option price of \$1.00. Future minimum lease payments are as follows:

2007	\$ 64,847.65
2008	64,847.65
2009	64,847.65
2010	<u>64,847.65</u>
	\$ 259,390.60

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**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements**

Note 7 – Prepaid Expenses

Prepaid expenses on the balance sheet reports expense items for future period that were paid for in the current period. These expenses will be recognized in the coming year, in the period to which they apply, and include the following:

TCAD, 2007 Service Fees	\$	3,252.68
Regional Radio System		<u>9,389.52</u>
	\$	12,642.20

Note 8 – Related Parties

Nature of Relationship

A commissioner of Travis County Emergency Services District #5 is also a board member of the Manchaca Volunteer Fire Department, a major contractual expenditure of the Travis County Emergency Services District #5.

Transaction Description

Expenditures of the Manchaca Volunteer Fire Department are presented to the Travis County Emergency Services District #5 Board to be approved for payment on a monthly basis. Payments are made out of the current year's tax collections. Transaction dollar amounts for fiscal year 2006 were:

Manchaca Volunteer Fire Department - \$493,832

Note 9 – Prior Period Adjustment

A prior period adjustment was made to adjust year-end receivables due to the district to the amount reported by the Travis County Tax Office at year-end. Receivable balances are subject to change due to adjustments made by the Travis County Appraisal District or the Travis County Tax Office.

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AUDITORS OFFICE

Audited Financial Statements
Prepared for:

Travis County Emergency Services District #5
For the Year Ended
December 31, 2007

Rupert & Associates, P.C.
10616 Manchaca Rd.
Austin, TX 78748

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

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TRAVIS COUNTY
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Independent Auditor's Report

Travis County Emergency Services District #5
Board of Directors

We have audited the accompanying financial statements of the general fund of Travis County Emergency Services District #5 as of and for the year ended December 31, 2007, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District #5's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Travis County Emergency Services District #5 as of December 31, 2007, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on page 3, is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Travis County Emergency Services District #5 has not presented a budgetary comparison schedule that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements.

Rupert & Associates, P.C.

Austin, TX
November 6, 2008

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Management's Discussion and Analysis

The discussion and analysis of Emergency Service District #5's financial performance provides an overview of the ESD financial activities for year ended December 31, 2007.

FINANCIAL HIGHLIGHTS

The revenue from tax collections in 2007 was \$787,728, an increase of \$186,932 over the prior year or approximately 24 percent.

The expenses for the Manchaca Volunteer Fire and Rescue Department (MVF&R), increased from \$450,000 for 2006 to \$500,000 for or 11 percent. In addition, \$15, 978 was expended for equipment for MVF&R.

As a result of the purchase of a new Ferrara Wild Land Interface Engine in 2006 for \$230,000, the first payment of \$64,847 was made in August.

The ESD continued to invest in CDs that provided a larger interest rate due to the amount to invest. This resulted in interest income increasing from \$22,467 in 2006 to \$34,275 in 2007.

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Travis County Emergency Services District #5
Statement of Net Assets and
Governmental Funds Balance Sheet
December 31, 2007

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Current Assets				
Cash and Cash Equivalents	\$ 332,605.07	\$ 332,605.07	\$ -	\$ 332,605.07
Investments	522,309.83	522,309.83	-	522,309.83
Property Tax Receivable	465,058.59	465,058.59	-	465,058.59
Prepaid Expenses	4,221.88	4,221.88	-	4,221.88
Other capital assets, net of accumulated depreciation			201,210.95	201,210.95
Total Assets	<u>\$ 1,324,195.37</u>	<u>\$ 1,324,195.37</u>	<u>201,210.95</u>	<u>1,525,406.32</u>
LIABILITIES				
Long-term liabilities:				
Due within one year			64,847.65	64,847.65
Due after one year			111,781.70	111,781.70
Total Liabilities	<u>-</u>	<u>-</u>	<u>176,629.35</u>	<u>176,629.35</u>
FUND BALANCES / NET ASSETS				
Fund balances:				
Unreserved	1,324,195.37	1,324,195.37	(1,324,195.37)	-
Total fund balance	<u>1,324,195.37</u>	<u>1,324,195.37</u>	<u>(1,324,195.37)</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 1,324,195.37</u>	<u>\$ 1,324,195.37</u>		
Net Assets:				
Invested in capital assets, net of related debt			24,581.60	24,581.60
Unrestricted			1,324,195.37	1,324,195.37
Total net assets			<u>\$ 1,348,776.97</u>	<u>\$ 1,348,776.97</u>

The accompanying notes are an integral part of these financial statements.

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Travis County Emergency Services District #5
Statement of Activities and
Governmental Fund Revenues, Expenditures, and
Changes in Fund Balances
For the Year Ended December 31, 2007

	General Fund	Total	Adjustments	Statement of Net Assets
Revenues:				
Property taxes	\$ 787,728.47	\$ 787,728.47	-	\$ 787,728.47
Investment earnings	34,275.52	34,275.52		34,275.52
Miscellaneous income	26.92	26.92		26.92
Total revenues	822,030.91	822,030.91	-	822,030.91
Expenditures/expenses:				
Current:				
ESD Operations	26,153.92	26,153.92		26,153.92
Manchaca Volunteer Fire Department	525,367.76	525,367.76		525,367.76
Debt Service:				
Principal	53,370.65	53,370.65	(53,370.65)	-
Interest	11,477.00	11,477.00		11,477.00
Depreciation	-	-	65,381.12	65,381.12
Total expenditures/expenses	616,369.33	616,369.33	12,010.47	628,379.80
Excess of revenues over expenditures	205,661.58	205,661.58	(12,010.47)	
Change in net assets				193,651.11
Fund balance / net assets:				
Beginning of the year	1,109,332.79	1,109,332.79	(60,313.52)	1,145,924.86
Prior Period Adjustment	9,201.00	9,201.00		9,201.00
Adjusted beginning balance	1,118,533.79	1,118,533.79	(60,313.52)	1,155,125.86
End of the year	\$ 1,324,195.37	\$ 1,324,195.37	\$ (72,323.99)	\$ 1,348,776.97

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The accompanying notes are an integral part of these financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Notes to the Financial Statements

Note 1 - Summary of Significant Accounting Principles

Reporting Entity

The Travis County Emergency Services District #5 was organized in the State of Texas under Article III, Section 48-e of the Texas Constitution for the protection of human life and health as provided by this Act.

Creation and Purpose of Travis County Emergency Services District #5

The county judge was presented with a petition signed by at least one hundred qualified voters of Travis County who own taxable real property within the proposed district. The petition requested the formation of an emergency services district.

The specific purpose of the Travis County Emergency Services District #5 is to provide medical and ambulance and fire fighting services within the boundaries of Travis County.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the nonfiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Revenues* include tax distributions from the Travis County Appraisal District and interest earned on cash held in interest-bearing accounts and a fixed term CD. Travis County Emergency Services District #5 has one fund, the general fund, to account for the acquisition, use, and balances of the government's expendable financial resources and the related current liabilities.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Notes to the Financial Statements

Interest associated with the current fiscal period is considered susceptible to accrual and so has been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental fund:

General Fund - The General Fund is used to account for all financial resources of the District. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

The District uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the modified accrual basis of accounting when the related liability is incurred.

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**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements**

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property tax receivables will ultimately be collected. However, the time of collection as well as the ultimate amount to be collected is indefinite, based on taxpayer protests and appraisal district adjustments.

Note 2 - Tax Assessment

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed and collected by the Travis Central Appraisal District and the Travis County Tax Office.

Note 3 – Cash Deposits

The Board of Commissioners has the authority to designate one or more banks to serve as depositories for the funds of the district. To the extent that the funds in a depository bank are not insured by the Federal Deposit Insurance Corporation, the funds are secured in the manner provided by law for the security of county funds. Bank balances of TCESD#5 that exceed FDIC limits are entirely collateralized with securities held by Bank of America in the name of TCESD#5. Securities pledged by the Bank on behalf of TCESD#5 had a market value of \$820,477.52 at year end.

Minimal cash balances are maintained in the District's checking account. The majority of the District's funds are maintained in the savings account. The District's carrying amount of cash in checking and savings at December 31, 2007, is presented below.

Bank of America, Checking	\$ 1,217.08
Bank of America, Savings	331,387.99
Total Cash & Equivalents	332,605.07
 Fixed Term CD	 522,309.83
Total Cash & Investments	\$ 854,914.90

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Note 4 – Revenues and Receivables

Property tax revenues collected during the year ended December 31, 2007, and receivables at year-end are made up of the sum of the following:

	<i>Collected</i>	<i>Receivable</i>	<i>Current Revenue</i>
2006	\$ 324,211.47	5,797.14	
2007	430,155.72	354,551.71	784,707.43
Deposits in Transit	(95,071.11)	95,071.11	
Prior Years	8,717.07	9,638.63	
Penalties & Interest	3,021.04		3,021.04
	<u>\$ 671,034.19</u>	<u>\$ 465,058.59</u>	<u>\$ 787,728.47</u>

Note 5 – Fixed Assets

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or estimated fair market value at the date of donation and are depreciated using the straight line method over the estimated useful life of the asset. Assets reported on the financial statements are as follows:

1997 Rescue Vehicle	\$ 65,000.00
2006 Wildland Engine	230,000.00
2006 Command Pickup	31,905.59
Accumulated Depreciation	<u>(125,694.64)</u>
	\$ 201,210.95

When capital assets that are to be used in governmental activities are purchased the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balance decreases by the amount of financial resources expended, whereas net assets decrease by the amount of depreciation expense charged for the year.

Note 6 – Capital Leases

A governmental lease-purchase agreement was entered into on August 22, 2006, with Wells Fargo Brokerage Services for the purchase of a 2006 Ferrara Wild Land Interface Engine. The financed amount was \$230,000 with an interest rate of 4.99% for a term of 48 months. Four equal annual payments of \$65,847.65, beginning August 22, 2007, will satisfy the principal and interest due on the lease with a final purchase option price of \$1.00. Future minimum lease payments are as follows:

2008	\$ 64,847.65
2009	64,847.65
2010	<u>64,847.65</u>
	\$ 194,542.95

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Notes to the Financial Statements

Note 7 – Prepaid Expenses

Prepaid expenses on the balance sheet reports expense items for future periods that were paid for in the current period. These expenses will be recognized in the coming year, in the period to which they apply, and include the following:

TCAD, 2008 Service Fees	\$	4,221.88
	\$	<u>4,221.88</u>

Note 8 – Related Parties

Nature of Relationship

A commissioner of Travis County Emergency Services District #5 is also a board member of the Manchaca Volunteer Fire Department, a major contractual expenditure of the Travis County Emergency Services District #5.

Transaction Description

Expenditures of the Manchaca Volunteer Fire Department are presented to the Travis County Emergency Services District #5 Board to be approved for payment on a monthly basis. Payments are made out of the current year's tax collections. Transaction dollar amounts for fiscal year 2007 were:

Manchaca Volunteer Fire Department - \$525,367.76

Note 9 – Prior Period Adjustments

A prior period adjustment was made to adjust year-end receivables due to the district to the amount reported by Travis County Tax Office at year-end. Receivable balances are subject to change due to adjustments made by the Travis County Appraisal District or the Travis County Tax Office.

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RUPERT & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

November 6, 2008

To The Board of Commissioners
Travis County Emergency Services District #5

In planning and performing our audit of the financial statements of Travis County Emergency Services District #5 for the year ended December 31, 2007, we considered the Organization's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

However, during our audit, we became aware of some matters that present an opportunity for strengthening internal controls and operating efficiency. This letter does not affect our report dated November 6, 2008, on the financial statements of Travis County Emergency Services District #5.

Matters discussed are considered management points, which are observations and suggestions regarding the organization's operational or administrative efficiencies. We will review the status of these comments during our next audit engagement. We will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing changes to the conditions.

This report is intended solely for the information and use of Travis County Emergency Services District #5's management, and Board and is not intended to be and should not be used by anyone other than these specified parties.

Rupert & Associates, P.C.

Austin, Texas

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**Travis County Emergency Services District #5
Management Letter – Audit FYE 12/31/07**

Statement of Condition #1 – Management Point

Transfers between Funds

Transfers between funds should offset each other and not have any effect on the income statement. They should not be recorded as income and expenses.

Effect of Condition

Income and expense account balances may be overstated.

Recommendation

Record transfers by moving funds directly from one account to another without impacting the income statement.

Statement of Condition #2 – Management Point

Netting of Revenues and Expenses

Travis County Tax Office (TCTO) charges fees for their services. Once a year, one of the property tax revenue transfers is reduced for the amount of fees charged.

Effect of Condition

Total property tax revenues and TCTO service fees are understated.

Recommendation

The full amount of the revenue should be recorded with a separate line entry for the TCAD service fees made as a reduction to the cash deposited.

Statement of Condition #3 – Management Point

Board Approval of Payments to Manchaca Volunteer Fire Department

There is no evidence of Board discussion and approval found for all payments made to MVFD.

Effect of Condition

Internal controls may not be effective.

Recommendation

Board meeting minutes should evidence open discussion of requests for payments to MVFD and approvals to make these payments.

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**TRAVIS COUNTY
EMERGENCY SERVICES DISTRICT # 8
REPORT ON EXAMINATION
SEPTEMBER 30, 2007**

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**TRAVIS COUNTY
EMERGENCY SERVICES DISTRICT # 8
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TILSON LYNCH & COMPANY

3445 Executive Center Dr., Suite 250, Austin, Texas 78731
Phone 512.346.4499 • Fax 512.346.4554 • accountant@tilsonlynch.com

INDEPENDENT AUDITORS' REPORT

Commissioners
Travis County Emergency Services District # 8
Austin, Texas

We have audited the Statement of Net Assets and Governmental Fund Balance Sheet of Travis County Emergency Services District # 8 (TCESD # 8) as of September 30, 2007 and the Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Net Assets for the year then ended. All information included in these financial statements is the responsibility of TCESD # 8's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TCESD # 8 as of September 30, 2007, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on page three is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We applied certain limited procedures, which consisted principally of inquires of management regarding the methods of measurement and representation of the required supplementary information. However we did not audit the information and express no opinion on it.

TCESD # 8 has not presented a budgetary comparison schedule that accounting principles generally accepted in the United States of America has determined is necessary to supplement, although not be a required part of, the basic financial statements. The absence of a budgetary comparison does not affect our conclusion on the fair presentation of the basic financial statements.

TILSON LYNCH & COMPANY LLP

May 7, 2008

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 8

Management's Discussion and Analysis

Our discussion and analysis of TCESD # 8's financial performance provides an overview of the district's financial activities for the fiscal year ended September 30, 2007. Please review this discussion and analysis in conjunction with the district's basic financial statements which begin on page 4.

TCESD # 8 decided to change its fiscal year from December 31st to September 30th to more closely coincide with entities related to TCESD # 8. This transition became effective for the period ended September 30, 2006. The prior year audit covers a period of only nine months (January 1, 2006 through September 30, 2006). It will therefore not be useful to compare the short fiscal year ended September 30, 2006 with the full fiscal year which ended September 30, 2007. The year ended September 30, 2006 was a transition year for TCESD # 8.

Pedernales Emergency Services total expenses funded by TCESD # 8 for the period October 1, 2006 through September 30, 2007 were \$785,811 as compared to expenses funded in the short fiscal ended September 30, 2006 of \$537,048.

TCESD # 8's excess of expenditures over revenues for the fiscal year ended September 30, 2007 was \$108,499. The prior transition year ended September 30, 2006 had no property tax revenue because of the timing of the change in fiscal years and when property tax bills are rendered.

TCESD # 8 acquired all of the fire apparatus owned by Pedernales Emergency Services in October 2005. The net book value of the equipment at September 30, 2007 was \$524,134. The equipment acquisition was financed through Security State Bank and Trust of Fredericksburg with two notes each carrying an interest rate of 4.00% with payments due quarterly in January, April, July and October.

The taxpayers served by TCESD # 8 voted to approve a ¾ cent sales tax rate during the 2006 – 2007 fiscal year to help fund the construction of a new fire station. TCESD # 8 began receiving monthly sales tax payments from the State Comptroller's office in June 2007. The new fire station will be located on the site of the existing fire station on Bee Creek Road at the entrance to Briarcliff.

During October 2005 TCESD # 8 decided to invest in TexPool, an investment pool for local governmental entities located in Texas. Property taxes collected by the Travis County Tax Assessor Collector are deposited directly into the TexPool account. Checks can not be written out of the TexPool account so transfers are made periodically out of the TexPool account to the operating account located at Wells Fargo Bank so TCESD # 8 can fund Pedernales Emergency Services quarterly and pay other bills of the district as needed.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 8
STATEMENT OF NET ASSETS and
GOVERNMENTAL FUND BALANCE SHEET
September 30, 2007

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Current Assets				
Cash - TexPool - General Fund	\$ 321,932.36	\$ 321,932.36	\$ -	\$ 321,932.36
Cash - TexPool - Sales Tax Fund	57,380.22	57,380.22	-	57,380.22
Cash - Wells Fargo	3,858.03	3,858.03	-	3,858.03
Property taxes receivable	21,061.48	21,061.48	-	21,061.48
Security Deposit	3,400.00	3,400.00	-	3,400.00
Capital assets - net of accumulated depreciation	-	-	524,134.00	524,134.00
Total Assets	\$ 407,632.09	\$ 407,632.09	\$ 524,134.00	\$ 931,766.09
LIABILITIES				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Notes payable - short term - # 93245	-	-	39,078.40	39,078.40
Notes payable - short term - # 93246	-	-	33,745.21	33,745.21
Notes payable - long term - # 93245	-	-	232,125.73	232,125.73
Notes payable - long term - # 93246	-	-	200,446.56	200,446.56
Total Liabilities	\$ -	\$ -	\$ 505,395.90	\$ 505,395.90
NET ASSETS				
Unrestricted net assets	\$ 478,192.06	\$ 478,192.06	\$ -	\$ 478,192.06
Invested in capital assets, net of debt	-	-	18,738.10	18,738.10
Interfund transfers	(70,559.97)	(70,559.97)	-	(70,559.97)
Total Net Assets	407,632.09	407,632.09	18,738.10	426,370.19
Total Liabilities & Net Assets	\$ 407,632.09	\$ 407,632.09	\$ 524,134.00	\$ 931,766.09

The accompanying are an integral part of these financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 8
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES,
EXPENDITURES AND CHANGES IN NET ASSETS
September 30, 2007

	General Fund	Total	Adjustments	Statement of Net Assets
REVENUES				
Property taxes	\$ 884,398.42	\$ 884,398.42	\$ -	\$ 884,398.42
Sales tax revenue	58,666.13	58,666.13	-	58,666.13
Investment earnings	22,249.58	22,249.58	-	22,249.58
Sale of fixed assets	25,000.00	25,000.00	-	25,000.00
Penalties & interest	8,993.11	8,993.11	-	8,993.11
Other income	2,314.94	2,314.94	-	2,314.94
Total revenues	<u>\$ 1,001,622.18</u>	<u>\$ 1,001,622.18</u>	<u>\$ -</u>	<u>\$ 1,001,622.18</u>
EXPENDITURES				
Contract funding - PES VFD	\$ 785,811.00	\$ 785,811.00	\$ -	\$ 785,811.00
Depreciation	-	-	60,168.00	60,168.00
Public notices	202.00	202.00	-	202.00
Election fees	274.94	274.94	-	274.94
Appraisal district fees	5,191.17	5,191.17	-	5,191.17
Legal	5,164.28	5,164.28	-	5,164.28
Interest	21,963.20	21,963.20	-	21,963.20
Rent	3,400.00	3,400.00	-	3,400.00
PES radios	9,081.35	9,081.35	-	9,081.35
Service fees	921.96	921.96	-	921.96
Sales tax retainage	867.18	867.18	-	867.18
Bank charges	78.51	78.51	-	78.51
Total expenditures	<u>\$ 832,955.59</u>	<u>\$ 832,955.59</u>	<u>\$ 60,168.00</u>	<u>\$ 893,123.59</u>
Excess of revenues over expenditures	\$ 168,666.59	\$ 168,666.59	\$ (60,168.00)	\$ 108,498.59
Change in net assets				\$ 108,498.59
NET ASSETS				
Beginning of year	309,525.47	309,525.47	-	309,525.47
End of year	<u>\$ 478,192.06</u>	<u>\$ 478,192.06</u>	<u>\$ (60,168.00)</u>	<u>\$ 418,024.06</u>

The accompanying notes are an integral part of these financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #8 NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Travis County Emergency Services District #8 (TCESD #8) is a governmental unit that collects property taxes from the citizens of Travis County and disburses funds to Pedernales Emergency Services (a non-profit corporation).

Creation and Purpose of TCESD # 8

TCESD # 8 was created to provide fire fighting services as well as emergency medical response services to a particular geographic portion of western Travis County. Funding for TCESD # 8 is provided through the collection of property taxes billed annually in October. Collected taxes are remitted to TCESD # 8 by Nelda Wells Spears, Travis County Tax Assessor Collector. Taxes are due January 31st of each year and are considered late after January 31st of each year. The property tax rate for TCESD # 8 in 2007 was \$.10 per \$100 valuation of property.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Assets and the Statement of Activities) report information on all of the non-fiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. Direct expenses are those that are clearly identifiable with a specific function. Revenues include tax distributions from the Travis County Appraisal District and interest earned on cash held in Tex Pool. Tex Pool is a local government investment pool created on behalf of Texas government entities whose investment objectives are consistent with the Public Funds Investment Act and include preservation and safety of principal, liquidity and yield. TCESD # 8 has one fund, the general fund, to account for the acquisition, use and balances of the government's expendable financial resources and the related current liabilities.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #8
NOTES TO FINANCIAL STATEMENTS
(continued)

revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred under the accrual basis accounting.

Interest associated with the current fiscal period is considered susceptible to accrual and so has been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

TCESD # 8 only utilizes governmental funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as net assets.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of TCESD # 8, all activities of the district and the balance is available to TCESD # 8 for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of TCESD # 8. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

TCESD # 8 uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the accrual basis of accounting when the related liability is incurred.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #8
NOTES TO FINANCIAL STATEMENTS
(continued)

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property tax receivables will ultimately be collected. Based on taxpayer protests and appraisal district adjustments, the date of collection as well as the ultimate amount to be collected is indefinite.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Income Taxes

According to Revenue Procedure 95-48, TCESD # 8 is not required to file annual information returns due to its governmental unit status that derives its support principally from the collection of property taxes.

2. TAX ASSESSMENT

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed by the Travis County Central Appraisal District and are collected by the Travis County Tax Office.

3. RELATED PARTIES

TCESD #8 executed a Services Agreement with Pedernales Emergency Service that was effective October 1, 2006 for a period of one year. TCESD #8 agreed to fund the operations of Pedernales Emergency Services quarterly, as funds are available, based on a budget for Pedernales Emergency Services that is approved by TCESD #8. In exchange for the funding provided by TCESD #8, Pedernales Emergency Services agreed to provide emergency services including fire fighting and first responder assistance to the geographic area served by TCESD #8. TCESD # 8 funded Pedernales Emergency Services \$785,811 for the fiscal year ended September 30, 2007.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #8
NOTES TO FINANCIAL STATEMENTS
(continued)

4. FIXED ASSETS

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or fair market value at the date of acquisition and are depreciated using the straight line method of depreciation over the estimated useful lives of the assets. Assets reported on the financial statements at September 30, 2007 are as follows:

1998 Ford E350 Road Rescue Truck	\$75,500
1999 Ford F450 Brush Truck	\$58,960
2000 International Tanker	\$88,162
2000 International Tanker	\$88,162
2002 Ferrara Engine	\$259,798
2004 Ferrara Engine	\$322,045
Rescue 33 – sold	(\$25,000)
Accumulated depreciation	<u>(\$343,493)</u>
Net book value	<u>\$524,134</u>

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO.12
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED
SEPTEMBER 30, 2006**

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AUBURN OFFICE

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

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BLAKESLEE, MONZINGO & CO.
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Travis County Emergency Services District No.12

We have audited the accompanying financial statements of Travis County Emergency Services District No. 12 as of and for the year ended, September 30, 2006, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District No. 12's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Travis County Emergency Services District No. 12 as of September 30, 2006, and the changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on pages 2 through 7, are not a required part of the basic financial statements, but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of supplementary information. However, we did not audit the information and express no opinion on it.

Blakeslee, Monzingo & Co.

July 27, 2007

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2006

As management of Travis County Emergency Services District No. 12 (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2006.

Financial Highlights

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$479,467 (net assets). Of this amount, \$84,682 is invested in capital assets, \$79,736 is designated for a building and \$315,049 is undesignated and may be used to meet the District's ongoing obligations.
- The District's total net assets (government-wide) increased by \$16,752. This is due in part to the increase in property tax base in the District's area.
- As of the close of the current fiscal year, the District's governmental funds reported combined ending fund balances of \$334,101 an increase of \$4,475 in comparison with the prior year. This increase resulted partially from an increase in property tax revenue.
- At the end of the current fiscal year, unreserved and undesignated fund balance for the General Fund was \$254,365.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements which have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to these basic financial statements.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or declining.

The *statement of activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, the accrual basis of accounting is used, which is similar to the accounting used by most private-sector companies.

The government-wide financial statements are on pages 8-9 of this report.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2006

Reporting the District's Most Significant Fund

The fund financial statements begin on page 10 and provide detailed information about the most significant funds. A fund is a **grouping** of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with **finance-related** legal requirements. All of the funds of the District are included in one category: **governmental funds**.

- **Governmental funds** – Governmental funds are used to account for essentially the same functions reported as **governmental** activities in the government-wide financial statements. However, **unlike the government-wide financial statements**, governmental fund financial statements **focus** on how money flows into and out of those funds and the balances left at **year-end** that are available for spending. These funds are reported using an **accounting** method called modified accrual accounting, which requires the **recognition** of revenue when earned, only so long as the funds are collectible within the **period** or soon enough afterwards to be sued to pay liabilities of the current period.

The governmental fund financial statements provide a detailed short-term view of the District's general government **operations** and the basic services it provides. Governmental fund information **helps you** determine the amount of financial resources that can be spent in the **near future** to finance the District's programs. We describe the relationship (or **differences**) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds in a reconciliation at the end of the fund financial statements on page 11.

Each year the District adopts a **budget** for its General Fund. A budgetary comparison schedule has been **provided** for the General fund to demonstrate compliance with this budget.

Notes to the financial statements. The notes provide additional information that is essential for a full understanding of the **data provided** in the government-wide and fund financial statements. The notes to the **financial** statements can be found on pages 14-20 of this report.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2006

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. Travis County Emergency Services District No. 12 assets exceeded liabilities by \$479,467 at the close of the most recent fiscal year.

Travis County Emergency Services District No. 12
Summary Statement of Net Assets

	<u>9/30/2006</u>	<u>9/30/2005</u>
<u>Assets:</u>		
Current and Other Assets	\$402,809	\$400,740
Capital Assets	<u>935,233</u>	<u>911,300</u>
Total Assets	<u>\$1,338,042</u>	<u>\$1,312,040</u>
<u>Liabilities:</u>		
Current and other Liabilities	\$99,697	\$108,775
Long-term Debt Outstanding	<u>758,878</u>	<u>740,550</u>
Total Liabilities	<u>858,575</u>	<u>849,325</u>
<u>Net Assets:</u>		
Invested in Capital Assets	84,682	76,008
Unreserved		
Designated for building	79,736	88,924
Undesignated	<u>315,049</u>	<u>297,783</u>
Total Net Assets	<u>\$479,467</u>	<u>\$462,715</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2006

GOVERNMENTAL ACTIVITIES

Revenues for the District's governmental activities were \$ 722,957 while total expenses were \$718,482. The change in net assets was an increase of \$4,475.

Travis County Emergency Services District No. 12
Summary Statement of Changes in Net Assets

	<u>9/30/2006</u>	<u>9/30/2005</u>
<u>Program Revenue</u>	\$4,937	\$9,265
<u>General Revenue</u>		
Property Taxes	605,912	501,207
Other Income	27,108	26,906
Proceeds from debt	<u>85,000</u>	<u>458,000</u>
Total Revenues	722,957	975,378
<u>Expenses</u>		
Fire Fighting	<u>718,482</u>	<u>993,839</u>
Total Expenses	<u>718,482</u>	<u>993,839</u>
Increase in Net Assets	4,475	1,539
Net Assets - Beginning	<u>329,626</u>	<u>328,087</u>
Net Assets - Ending	<u>\$ 334,101</u>	<u>\$ 329,626</u>

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of resources available for spending. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the District. At the end of the current fiscal year, unreserved fund balance of the General Fund was \$334,101. As a measure of the General Fund's liquidity, it may be useful to compare unreserved fund balance to total fund expenditures. Unreserved fund balance represents 47% of total General Fund expenditures.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2006

An Analysis of Significant Balances:

- Property tax revenue increased by \$104,705 due to increased assessments on property in the growing area which the District provides services.
- Expenditures for fire fighting services increased by \$136,596 as the property values and population in the District's area of service increased.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were no significant differences between the original budget and the final budget. The District's expenditures were \$2,984 more than budgeted.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. Travis County Emergency Services District No. 12 investment in capital assets for its governmental activities as of September 30, 2006, is \$935,233 (net of accumulated depreciation). This investment in capital assets includes land, vehicles, equipment and construction in progress. The total increase in the District's investment in capital assets for the current fiscal year was \$23,933.

Major capital asset additions during the current fiscal year included the following:

- Capitalization of new air packs and compressors for \$85,000.

Travis County Emergency Services District No. 12
Capital Assets

	2006	2005
Land	\$11,789	\$11,789
Vehicles	924,378	929,378
Furniture & Equipment	141,196	56,196
Construction in progress	29,443	16,050
Less accumulated depreciation	<u>171,573</u>	<u>102,113</u>
Total Assets	<u>\$935,233</u>	<u>\$911,300</u>

Long-term debt. At the end of the current fiscal year, the District had capital leases payable and notes payable of \$850,251.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2006

Economic Factors and Next Year's Budgets and Rates

The District's commissioners approved a **resolution** to set the ad valorem tax rate to \$.10 per \$100.00 valuation of the appraised property **within** the boundaries of the District for the next year.

Request for Information

This financial report is designed to **provide a general** overview of the Travis County Emergency Services District No. 12's **finances and** the District's accountability for the money it receives. If you have any **questions** about this report or need additional financial information, contact TCESD #12, **Attn: Treasurer**, P.O. Box 846, Manor, Texas 78653.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF NET ASSETS

SEPTEMBER 30, 2006

	<u>Governmental Activities</u>
ASSETS	
Current assets:	
Cash and cash equivalents	\$ 338,813
Receivables -	
Property taxes	62,784
Insurance billing (net of uncollectible accounts)	1,212
Total current assets	<u>402,809</u>
Noncurrent assets:	
Capital assets (net of accumulated depreciation)	<u>935,233</u>
Total noncurrent assets	<u>935,233</u>
TOTAL ASSETS	<u><u>\$ 1,338,042</u></u>
 LIABILITIES	
Current liabilities	
Accounts payable and accrued expenses	\$ 5,924
Current portion of long term debt	93,773
Total current liabilities	<u>99,697</u>
Noncurrent liabilities	
Notes and capital leases payable	756,478
Compensated absences	2,400
Total noncurrent liabilities	<u>758,878</u>
TOTAL LIABILITIES	<u>858,575</u>
 NET ASSETS	
Invested in capital assets, net of related debt	84,682
Unrestricted	<u>394,785</u>
TOTAL NET ASSETS	<u>479,467</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u><u>\$ 1,338,042</u></u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2006

Functions/Programs	Expenses			Program Revenues	Net(Expenses) Revenue and Changes in Net Assets
	Expenses	Administration Allocation	Expenses after Allocation of Administration		
Governmental Activities					
Fire Fighting	\$ 567,428	\$ 34,227	\$ (601,655)	\$ 4,937	\$ (596,718)
Administration	34,227	(34,227)	-	-	-
Interest on long-term debt	19,892	-	(19,892)	-	(19,892)
Total Governmental Activities	\$ 621,547	\$ -	\$ (621,547)	\$ 4,937	\$ (616,610)
General Revenue					
Property taxes					\$ 609,254
Interest income					21,442
Other					5,664
Loss on disposal of capital asset					(2,998)
Total General Revenue					633,362
Change in net assets					
					16,752
Net Assets - Beginning					
					462,715
Net Assets - Ending					
					\$ 479,467

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FUND 12
BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2006

	<u>GENERAL</u>
ASSETS	
Cash and cash equivalents	\$ 338,813
Receivables -	
Property taxes	62,784
Insurance billing (net of uncollectible accounts)	<u>1,212</u>
TOTAL ASSETS	<u><u>\$ 402,809</u></u>
 LIABILITIES	
Accounts payable and accrued expenses	\$ 5,924
Deferred revenue	<u>62,784</u>
TOTAL LIABILITIES	<u>68,708</u>
 FUND BALANCE	
Unreserved:	
Designated for building	79,736
Undesignated	<u>254,365</u>
TOTAL FUND BALANCE	<u>334,101</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 402,809</u></u>

**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCE
TO NET ASSETS OF GOVERNMENTAL ACTIVITIES**

Total Governmental Fund Balances	\$ 334,101
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	935,233
Other long-term assets (receivables) are not available to pay current-period expenditures and, therefore, are deferred in the funds.	62,784
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	<u>(852,651)</u>
Net Assets of Governmental Activities	<u><u>\$ 479,467</u></u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
 STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2006

	<u>GENERAL</u>
REVENUES	
Property taxes, including penalties and interest	\$ 605,912
Insurance billing income	4,937
Interest income	21,442
Other	<u>5,666</u>
TOTAL REVENUES	<u>637,957</u>
EXPENDITURES	
Current	
General and administrative	34,227
Public safety	496,456
Capital outlay	98,393
Debt service	
Principal	69,514
Interest	<u>19,892</u>
TOTAL EXPENDITURES	<u>718,482</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(80,525)
OTHER FINANCING SOURCES	
Proceeds from capital leases	<u>85,000</u>
TOTAL OTHER FINANCING SOURCES	<u>85,000</u>
EXCESS OF REVENUE AND OTHER SOURCES OVER EXPENDITURES	4,475
FUND BALANCE, BEGINNING OF YEAR	<u>329,626</u>
FUND BALANCE, END OF YEAR	<u><u>\$ 334,101</u></u>

See accompanying notes and independent auditor's report

FOR THE YEAR ENDED SEPTEMBER 30, 2006

Net Change in Fund Balances - Total Governmental Funds	\$	4,475
<p>Amounts reported for governmental activities in the Statement of Activities are different because:</p>		
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.</p>		
		26,933
<p>In the statement of activities, the loss on the disposal of assets is reported, whereas in the governmental funds, the proceeds from the sale increase financial resources.</p>		
		(3,000)
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.</p>		
		3,342
<p>Proceeds from debt issuances are an other financing source in the funds, but issuing debt increases long-term liabilities in the statement of net assets.</p>		
		(85,000)
<p>Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.</p>		
		69,514
<p>Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds:</p>		
Accrued compensated absences		488
Change in net assets of governmental activities	\$	16,752

See accompanying notes and independent auditor's report

GENERAL FUND

Last Updated 2-13-09 at 5:43pm

FOR THE YEAR ENDED SEPTEMBER 30, 2006

	<u>Original</u>	<u>Final</u>	<u>Actual</u>	Variance With Final Budget Favorable (Unfavorable)
REVENUES				
Property taxes	\$ 596,606	\$ 596,606	\$ 605,912	\$ 9,306
Insurance billing income	8,000	8,000	4,937	(3,063)
Interest income	10,000	10,000	21,442	11,442
Other	2,000	2,000	5,666	3,666
TOTAL REVENUES	<u>616,606</u>	<u>616,606</u>	<u>637,957</u>	<u>21,351</u>
EXPENDITURES				
Attorney fees	2,500	2,500	1,523	977
Audit fees	5,000	5,000	5,000	-
Accounting fees	2,500	2,500	-	2,500
Liability Insurance	15,000	15,000	12,721	2,279
Travis Central Appraisal District	3,310	3,310	2,281	1,029
Travis County Tax Assessor Collector	7,860	7,860	7,721	139
Election expense	1,385	1,385	-	1,385
Dues and Subscriptions	2,000	2,000	2,643	(643)
Cell phone	3,700	3,700	5,103	(1,403)
Dispatch expense	30,000	30,000	-	30,000
Pagers expense	3,800	3,800	3,861	(61)
Radio expense	3,000	3,000	3,000	-
EMS supplies	1,500	1,500	1,408	92
Firefighting supplies	17,000	17,000	17,862	(862)
Fuel	18,000	18,000	31,776	(13,776)
Office supplies	3,000	3,000	4,491	(1,491)
Personal protective clothing	5,832	5,832	7,600	(1,768)
Uniforms	3,500	3,500	3,347	153
Public education	1,000	1,000	899	101
Support & rehab	1,500	1,500	2,209	(709)
Payroll expenses	297,828	297,828	303,873	(6,045)
Employment taxes	26,235	26,235	26,156	79
Health insurance	14,200	14,200	18,480	(4,280)
Payroll processing	2,018	2,018	2,282	(264)
Worker's Comp Insurance	4,137	4,137	6,063	(1,926)
Station maintenance	2,500	2,500	3,204	(704)
Air testing	450	450	432	18
Ladder testing	250	250	-	250
Pump testing	500	500	-	500
Radio repair	1,000	1,000	568	432
SCBA testing	1,000	1,000	123	877
Utilities	9,000	9,000	14,856	(5,856)
Vehicle and equipment repair	30,000	30,000	33,694	(3,694)
EMS training	1,500	1,500	1,500	-
Fire training	4,000	4,000	3,241	759
Seminars	2,500	2,500	2,338	162
Miscellaneous	-	-	428	(428)
Debt service	88,600	88,600	89,406	(806)
TOTAL EXPENDITURES	<u>617,105</u>	<u>617,105</u>	<u>620,089</u>	<u>(2,984)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ (499)</u>	<u>\$ (499)</u>	17,868	<u>\$ (18,367)</u>
FUND BALANCE, BEGINNING OF YEAR			<u>329,626</u>	
FUND BALANCE, END OF YEAR NON-GAAP BUDGETARY BASIS			347,494	
ADJUSTMENTS TO GENERALLY ACCEPTED ACCOUNTING PRINCIPALS				
Proceeds from capital leases			85,000	
Capital outlay			<u>(98,393)</u>	
FUND BALANCE, END OF YEAR GAAP BASIS			<u>\$ 334,101</u>	

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2006

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of Travis County Emergency Services District No.12 (the District) included in the accompanying financial statements conform to generally accepted accounting principles (GAAP) as applied to governmental entities. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), which constitutes the primary source of GAAP for governmental units. The following represents the more significant accounting and reporting policies and practices used by the District.

A. Reporting Entity

Travis County Emergency Services District No.12 was created by order of the Travis County Commissioners Court following a conversion election, which was held within the boundaries of Travis County Fire Control District #9. A majority of the voters within the Fire Control District voted to convert the Fire Control District to the Emergency Services District. This election was held on May 18, 1996. The District operates under Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a five member Board of Commissioners appointed by the Travis County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

The District does not meet the criteria for inclusion as a component unit of any entity, nor does any entity meet the criteria for inclusion as a component unit of the District.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net assets and the statement of activities. These statements report financial information for the District as a whole. The primary government unit is presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarized more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2006

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Government-wide financial statements are **reported** using the economic resources measurement focus and the accrual basis of **accounting**. Revenue is recorded when earned and expenses are recorded when a liability is incurred, **regardless** of the timing of related cash flows.

Governmental fund financial statements are **reported** using the current financial resources measurement focus and the modified accrual **basis of accounting**. Revenue is recognized as soon as it is both measurable and available. Revenue is **considered** to be available when it is collectible within the current period or soon enough **thereafter** to pay liabilities of the current period. For this purpose, the District considers **revenue** to be available when it is collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual **accounting**.

The District reports the following major governmental fund:

The General Fund is the District's **primary operating** fund. It accounts for all financial resources of the general government, **except those required** to be accounted for in another fund.

Private-sector standards of accounting and financial **reporting** issued prior to November 30, 1989, generally are followed in both the **government-wide** fund financial statements to the extent that those standards do not conflict with or **contradict** guidance of the Governmental Accounting Standards Board.

Major revenue sources susceptible to accrual **include**: property taxes. In general, other revenues are recognized when cash is received.

When both restricted and unrestricted resources **are available** for us, it is the District's policy to use restricted resources first, and then **unrestricted resources** as they are needed.

D. Budgetary Data

A budget is adopted for the General Fund. The District's Board of Commissioners utilize the budget as a management tool for planning and **cost control** purposes. Annual appropriations lapse at fiscal year end.

E. Cash and Cash Equivalents

The District's cash and cash equivalents are **considered** to be cash on hand, demand deposits, and short-term investments with original **maturities of three** months or less from the date of the acquisition.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED SEPTEMBER 30, 2006

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Property Taxes

Ad valorem taxes, penalties and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District. Property taxes were 95% of the District's revenue.

G. Capital Assets

Capital assets, which include property, plant and equipment, are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Property, plant and equipment of the primary government is depreciated using the straight line method over the following estimated useful lives:

New fire trucks	20 years
Used vehicles	10 years
Equipment	5 years

H. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

I. Long-term Obligations

In the government-wide financial statements, long-term debt obligations are reported as liabilities in the applicable governmental activities fund type statement of net assets.

NOTE 2 – INSURANCE BILLING RECEIVABLE

At September 30, 2006 the insurance billing receivable consisted of the following:

Insurance billing due	\$ 12,119
Allowance for doubtful accounts	<u>(10,907)</u>
Insurance billing receivable	<u>\$ 1,212</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED SEPTEMBER 30, 2006

NOTE 3 - CASH

The investment policies of the District are governed by State statute and an adopted District Investment Policy that includes depository contract provisions and custodial contract provisions. Major provisions of the District's investment policy include: depositories must be FDIC insured Texas banking institutions; depositories must fully insure or collateralize all demand and time deposits; securities collateralizing time deposits are held by independent third party trustees.

Cash - Deposits (cash) are carried at cost, which approximates market value. At September 30, 2006, the carrying amount of the District's deposits was \$8,187. The bank balance was \$48,309 and of the bank balance, \$48,309 was covered by federal depository insurance.

The District has cash of \$330,626 in the Texas Local Government Investment Pool (TexPool). TexPool is a public funds investment pool created by the Treasurer of the State of Texas pursuant to the Interlocal Cooperation Act of the State of Texas. The District has delegated the authority to hold legal title to TexPool as custodian and to make investment purchases with the District's funds. Its portfolio consists of U.S. Treasury bills and notes, collateralized certificates of deposit, and repurchase agreements. The District does not own specific, identifiable investment securities of the pool; consequently, no disclosure of categories of credit risk is made. The market value of TexPool investments at September 30, 2006 is \$330,626. The market value is determined by the number of pool shares owned on that day and each share is valued at \$1.

NOTE 4 - CAPITAL ASSETS

The following is a summary of changes in capital assets during the year:

	Balance <u>9/30/05</u>	<u>Additions</u>	<u>Reductions</u>	Balance <u>9/30/06</u>
Land	\$ 11,789	\$ -	\$ -	\$ 11,789
Vehicles	929,378	-	(5,000)	924,378
Furniture & equipment	56,196	85,000	-	141,196
Construction in progress	<u>16,050</u>	<u>13,393</u>	<u>-</u>	<u>29,443</u>
Total	1,013,413	98,393	(5,000)	1,106,806
Less accumulated depreciation				
Vehicles	68,666	55,120	(2,000)	121,786
Furniture & equipment	<u>33,447</u>	<u>16,340</u>	<u>-</u>	<u>49,787</u>
Total accumulated depreciation	<u>102,113</u>	<u>71,460</u>	<u>(2,000)</u>	<u>171,573</u>
Total capital assets	<u>\$ 911,300</u>	<u>\$ 26,933</u>	<u>\$ (3,000)</u>	<u>\$ 935,233</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED SEPTEMBER 30, 2006

NOTE 5 - PROPERTY TAXES

Property taxes attach as an enforceable lien on **January 1**. Taxes are levied on or about October 1, are due on November 1, and are past due the following February 1. The Travis Central Appraisal District established appraisal values in accordance with requirements of the Texas Legislature. The District levies taxes based upon the appraised values. The Travis County Tax Collector bills and collects the District's property taxes.

The property tax rates, established in accordance with state laws, were based on 100% of the net assessed valuation of real property within the District on the 2005 tax roll. The assessed value of the 2005 tax roll, upon which the levy for the 2006 fiscal year was based, was \$596,813,360.

The tax rates assessed for the year ended September 30, 2006, to finance General Fund operations was \$.10 per \$100 valuation.

Property taxes receivable at September 30, 2006, consisted of the following:

	General Fund
Current year levy	\$ 24,485
Prior years' levy	<u>38,299</u>
Total property taxes receivable	<u>\$ 62,784</u>

The District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

NOTE 6 – LONG-TERM DEBT

The following is a summary of changes in long-term debt of the District for the year ended September 30, 2006:

	Balance <u>9/30/05</u>	<u>Additions</u>	<u>Reductions</u>	Balance <u>9/30/06</u>
Notes Payable	\$ 76,589	\$ -	\$ (6,835)	\$ 69,754
Capital Leases Payable	<u>758,703</u>	<u>85,000</u>	<u>(63,206)</u>	<u>780,497</u>
Total	<u>\$ 835,292</u>	<u>\$ 85,000</u>	<u>\$ (70,041)</u>	<u>\$ 850,251</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2006

NOTE 6 – LONG-TERM DEBT (Continued)

The District borrowed \$418,000 on a capital lease to purchase a Pierce pumper fire truck. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 4.35%. Installments of \$53,348 are due on December 15, each year beginning in 2006 and ending in 2015. The loan is collateralized with the fire truck. At September 30, 2006 the outstanding balance on the note payable was \$418,000.

The District borrowed \$40,000 on a capital lease to purchase a Ford Expedition. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 4.45%. Installments of \$9,002 are due on July 1, each year beginning in 2005 and ending in 2009. The loan is collateralized with vehicle. At September 30, 2006 the outstanding balance on the note payable was \$24,770.

The District borrowed \$85,000 on a capital lease to purchase air packs and compressors. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 4.75%. Installments of \$14,247 are due on October 15 each year beginning in 2006 and ending in 2012. The loan is collateralized with the air packs and compressors. At September 30, 2006 the outstanding balance was \$85,000.

The District borrowed \$247,846 on a capital lease to purchase a 2003 Pierce Custom Contender. The capital lease is payable to Oshkosh Capital with interest bearing at the rate of 4.79%, secured by the equipment with annual payments of \$31,771 through February, 2013. At September 30, 2006 the outstanding balance was \$185,244.

The District borrowed \$83,075 from the Coupland State Bank at an interest rate of 5.40% to purchase a new tanker. Installments of \$10,971 are due on December 5, each year beginning in 2004 and ending in 2013. The loan is collateralized with the tanker. At September 30, 2006 the outstanding balance on the note payable was \$69,754.

The District borrowed \$31,532 on a capital lease to purchase turnout gear. The capital lease is payable to Kansas State Bank with interest bearing at the rate of 4.79%, secured by the equipment with monthly payments of \$592 through February, 2009. At September 30, 2006 the outstanding balance was \$15,655.

The District borrowed \$70,000 on a capital lease to purchase a 2004 brush truck. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 3.80%, secured by the brush truck with annual payments of \$11,577 through March, 2011. At September 30, 2006 the outstanding balance was \$51,828.

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2006**

NOTE 6 – LONG-TERM DEBT (Continued)

The following schedule sets forth the debt service requirements on the outstanding indebtedness of the District as of September 30, 2006:

For the Year Ending

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2007	\$ 93,773	\$ 44,247	\$ 138,020
2008	103,748	34,272	138,020
2009	103,758	29,590	133,348
2010	96,960	24,954	121,914
2011	101,370	20,544	121,914
2016	350,642	41,015	391,657
2021	-	-	-
Total	<u>\$ 850,251</u>	<u>\$ 194,622</u>	<u>\$1,044,873</u>

NOTE 7 - DESIGNATED FUND BALANCE

The designated for building, fund balance is used to show the amounts within unreserved fund balance that is intended for future construction, but is not legally restricted.

NOTE 8 - RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained coverage from VFIS and has effectively managed risk. All risk management activities are accounted for in the General Fund. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered.

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO.12**

ANNUAL FINANCIAL REPORT

**FOR THE YEAR ENDED
SEPTEMBER 30, 2007**

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

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BLAKESLEE, MONZINGO & CO.
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Travis County Emergency Services District No.12

We have audited the accompanying financial statements of Travis County Emergency Services District No. 12 as of and for the year ended, September 30, 2007, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District No. 12's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Travis County Emergency Services District No. 12 as of September 30, 2007, and the changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on pages 2 through 7, are not a required part of the basic financial statements, but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of supplementary information. However, we did not audit the information and express no opinion on it.

Blakeslee, Monzingo & Co.

July 30, 2008

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2007

As management of Travis County Emergency Services District No. 12 (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2007.

Financial Highlights

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$528,697 (net assets). Of this amount, \$51,705 is invested in capital assets, \$110,106 is designated for a building and \$366,886 is undesignated and may be used to meet the District's ongoing obligations.
- The District's total net assets (government-wide) increased by \$49,230. This is due in part to the increase in property tax base in the District's area.
- As of the close of the current fiscal year, the District's governmental funds reported combined ending fund balances of \$382,210 an increase of \$48,109 in comparison with the prior year. This increase resulted partially from an increase in property tax revenue.
- At the end of the current fiscal year, unreserved and undesignated fund balance for the General Fund was \$272,104.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements which have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to these basic financial statements.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or declining.

The *statement of activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, the accrual basis of accounting is used, which is similar to the accounting used by most private-sector companies.

The government-wide financial statements are on pages 8-9 of this report.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2007

Reporting the District's Most Significant Fund

The fund financial statements begin on page 10 and provide detailed information about the most significant funds. A fund is a **grouping** of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are included in one category: governmental funds.

- **Governmental funds** – Governmental funds are used to account for essentially the same functions reported as **governmental** activities in the government-wide financial statements. However, **unlike the** government-wide financial statements, governmental fund financial statements **focus** on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an **accounting** method called modified accrual accounting, which requires the **recognition** of revenue when earned, only so long as the funds are collectible within the **period** or soon enough afterwards to be sued to pay liabilities of the current period.

The governmental fund financial statements provide a detailed short-term view of the District's general government **operations** and the basic services it provides. Governmental fund information **helps** you determine the amount of financial resources that can be spent in the **near future** to finance the District's programs. We describe the relationship (or **differences**) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds in a **reconciliation** at the end of the fund financial statements on page 11.

Each year the District adopts a **budget** for its General Fund. A budgetary comparison schedule has been **provided** for the General fund to demonstrate compliance with this budget.

Notes to the financial statements. The notes provide additional information that is essential for a full understanding of the **data provided** in the government-wide and fund financial statements. The notes to the **financial** statements can be found on pages 14-20 of this report.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2007

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. Travis County Emergency Services District No. 12 assets exceeded liabilities by \$528,697 at the close of the most recent fiscal year.

Travis County Emergency Services District No. 12
Summary Statement of Net Assets

	<u>9/30/2007</u>	<u>9/30/2006</u>
Assets:		
Current and Other Assets	\$448,698	\$402,809
Capital Assets	<u>921,889</u>	<u>935,233</u>
Total Assets	<u>\$1,370,587</u>	<u>\$1,338,042</u>
Liabilities:		
Current and other Liabilities	\$122,760	\$99,697
Long-term Debt Outstanding	<u>719,130</u>	<u>758,878</u>
Total Liabilities	<u>841,890</u>	<u>858,575</u>
Net Assets:		
Invested in Capital Assets Unreserved	51,705	84,682
Designated for building	110,106	79,736
Undesignated	<u>366,886</u>	<u>315,049</u>
Total Net Assets	<u>\$528,697</u>	<u>\$479,467</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2007

GOVERNMENTAL ACTIVITIES

Revenues for the District's governmental activities were \$ 897,144 while total expenses were \$847,914. The change in net assets was an increase of \$49,230.

**Travis County Emergency Services District No. 12
Summary Statement of Changes in Net Assets**

	<u>9/30/2007</u>	<u>9/30/2006</u>
<u>Program Revenue</u>	\$7,432	\$4,937
<u>General Revenue</u>		
Property Taxes	792,755	609,254
Other Income	<u>96,957</u>	<u>24,108</u>
Total Revenues	<u>897,144</u>	<u>638,299</u>
<u>Expenses</u>		
Fire Fighting	804,158	601,655
Interest	<u>43,756</u>	<u>19,892</u>
Total Expenses	<u>847,914</u>	<u>621,547</u>
 Increase in Net Assets	 49,230	 16,752
 Net Assets - Beginning	 <u>479,467</u>	 <u>462,715</u>
 Net Assets - Ending	 <u>\$ 528,697</u>	 <u>\$ 479,467</u>

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of resources available for spending. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the District. At the end of the current fiscal year, unreserved fund balance of the General Fund was \$382,210. As a measure of the General Fund's liquidity, it may be useful to compare unreserved fund balance to total fund expenditures. Unreserved fund balance represents 42% of total General Fund expenditures.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2007

An Analysis of Significant Balances:

- Property tax revenue increased by **\$186,323** due to increased assessments on property in the growing area which the District provides services.
- Expenditures for fire fighting services increased by **\$171,957** as the property values and population in the District's area of service increased.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were no significant differences between the original budget and the final budget. The District's expenditures were **\$47,040 more than budgeted.**

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. Travis County Emergency Services District No. 12 investment in capital assets for its governmental activities as of September 30, 2007, is **\$921,889** (net of accumulated depreciation). This investment in capital assets includes land, vehicles, equipment and construction in progress. The total decrease in the District's investment in capital assets for the current fiscal year was **\$13,344.**

Major capital asset additions during the current fiscal year included the following:

- Capitalization of a new brush truck for **\$68,400.**

Travis County Emergency Services District No. 12
Capital Assets

	2007	2006
Land	\$11,789	\$11,789
Vehicles	992,778	924,378
Furniture & Equipment	141,196	141,196
Construction in progress	32,788	29,443
Less accumulated depreciation	<u>256,662</u>	<u>171,573</u>
Total Assets	<u>\$921,889</u>	<u>\$935,233</u>

Long-term debt. At the end of the current fiscal year, the District had capital leases payable and notes payable of **\$825,607.**

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
Management Discussion and Analysis
September 30, 2007

Economic Factors and Next Year's Budgets and Rates

The District's commissioners approved a resolution to set the ad valorem tax rate to \$.10 per \$100.00 valuation of the appraised property within the boundaries of the District for the next year.

Request for Information

This financial report is designed to provide a general overview of the Travis County Emergency Services District No. 12's finances and the District's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact TCESD #12, Attn: Treasurer, P.O. Box 846, Manor, Texas 78653.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF NET ASSETS

SEPTEMBER 30, 2007

	<u>Governmental Activities</u>
ASSETS	
Current assets:	
Cash and cash equivalents	\$ 384,436
Receivables -	
Property taxes	63,305
Insurance billing (net of uncollectible accounts)	957
Total current assets	<u>448,698</u>
Noncurrent assets:	
Capital assets (net of accumulated depreciation)	921,889
Total noncurrent assets	<u>921,889</u>
TOTAL ASSETS	<u><u>\$ 1,370,587</u></u>
LIABILITIES	
Current liabilities	
Accounts payable and accrued expenses	\$ 3,183
Current portion of long term debt	119,577
Total current liabilities	<u>122,760</u>
Noncurrent liabilities	
Notes and capital leases payable	706,030
Compensated absences	13,100
Total noncurrent liabilities	<u>719,130</u>
TOTAL LIABILITIES	<u>841,890</u>
NET ASSETS	
Invested in capital assets, net of related debt	51,705
Unrestricted	476,992
TOTAL NET ASSETS	<u>528,697</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,370,587</u></u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2007

Functions/Programs	Expenses		Program Revenues	Net(Expenses) Revenue and Changes in Net Assets
	Expenses	Administration Allocation		
Governmental Activities				
Fire Fighting	\$ 764,200	\$ 39,958	\$ 7,432	\$ (796,726)
Administration	39,958	(39,958)	-	-
Interest on long-term debt	43,756	-	-	(43,756)
		Expenses after Allocation of Administration	Charges for Services	Governmental Activities
Total Governmental Activities	\$ 847,914	\$ (847,914)	\$ 7,432	\$ (840,482)
		General Revenue		
		Property taxes		\$ 792,755
		Grant		54,000
		Interest income		23,639
		Other		6,318
		Gain on disposal of capital asset		13,000
		Total General Revenue		889,712
		Change in net assets		49,230
		Net Assets - Beginning		479,467
		Net Assets - Ending		\$ 528,697

See accompanying notes and independent auditor's report

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
BALANCE SHEET
GOVERNMENTAL FUNDS**

SEPTEMBER 30, 2007

	<u>GENERAL</u>
ASSETS	
Cash and cash equivalents	\$ 384,436
Receivables -	
Property taxes	63,305
Insurance billing (net of uncollectible accounts)	957
TOTAL ASSETS	\$ 448,698
 LIABILITIES	
Accounts payable and accrued expenses	\$ 3,183
Deferred revenue	63,305
TOTAL LIABILITIES	66,488
 FUND BALANCE	
Unreserved:	
Designated for building	110,106
Undesignated	272,104
TOTAL FUND BALANCE	382,210
TOTAL LIABILITIES AND FUND BALANCE	\$ 448,698

**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCE
TO NET ASSETS OF GOVERNMENTAL ACTIVITIES**

Total Governmental Fund Balances	\$ 382,210
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	877,312
Other long-term assets (receivables) are not available to pay current-period expenditures and, therefore, are deferred in the funds.	63,305
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	(838,707)
Net Assets of Governmental Activities	\$ 484,120

See accompanying notes and independent auditor's report

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GOVERNMENTAL FUNDS**

FOR THE YEAR ENDED SEPTEMBER 30, 2007

	<u>GENERAL</u>
REVENUES	
Property taxes, including penalties and interest	\$ 792,235
Insurance billing income	7,432
Interest income	23,639
Grant	54,000
Other	19,318
TOTAL REVENUES	896,624
EXPENDITURES	
Current	
General and administrative	39,958
Public safety	668,413
Capital outlay	71,745
Debt service	
Principal	93,043
Interest	43,756
TOTAL EXPENDITURES	916,915
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(20,291)
OTHER FINANCING SOURCES	
Proceeds from capital leases	68,400
TOTAL OTHER FINANCING SOURCES	68,400
EXCESS OF REVENUE AND OTHER SOURCES OVER EXPENDITURES	48,109
FUND BALANCE, BEGINNING OF YEAR	334,101
FUND BALANCE, END OF YEAR	\$ 382,210

See accompanying notes and independent auditor's report

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**

FOR THE YEAR ENDED SEPTEMBER 30, 2007

Net Change in Fund Balances - Total Governmental Funds	\$ 48,109
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:	
Capital asset purchases capitalized	(85,089)
Depreciation expense	71,745
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
	521
Proceeds from debt issuances are an other financing source in the funds, but issuing debt increases long-term liabilities in the statement of net assets.	
	(68,400)
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	
	93,044
Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds:	
Accrued compensated absences	<u>(10,700)</u>
Change in net assets of governmental activities	<u>\$ 49,230</u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL-
GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2007

	<u>Original</u>	<u>Final</u>	<u>Actual</u>	Variance With Final Budget Favorable (Unfavorable)
REVENUES				
Property taxes	\$ 781,844	\$ 781,844	\$ 792,235	\$ 10,391
Insurance billing income	8,000	8,000	7,432	(568)
Interest income	22,000	22,000	23,639	1,639
Other	-	-	73,318	73,318
TOTAL REVENUES	<u>811,844</u>	<u>811,844</u>	<u>896,624</u>	<u>84,780</u>
EXPENDITURES				
Attorney fees	2,500	2,500	1,803	697
Audit fees	5,000	5,000	6,000	(1,000)
Liability Insurance	14,500	14,500	15,033	(533)
Travis Central Appraisal District	3,500	3,500	3,491	9
Travis County Tax Assessor Collector	9,096	9,096	8,915	181
Dues and Subscriptions	2,300	2,300	2,110	190
Cell phone	2,500	2,500	2,105	395
Dispatch expense	48,000	48,000	18,834	29,166
Pagers expense	4,500	4,500	3,453	1,047
Radio expense	1,400	1,400	1,282	118
Software for reporting	5,000	5,000	3,880	1,120
EMS supplies	2,000	2,000	1,747	253
Firefighting supplies	12,000	12,000	10,969	1,031
Fuel	30,000	30,000	27,249	2,751
Office supplies	4,000	4,000	6,223	(2,223)
Personal protective clothing	4,000	4,000	-	4,000
Uniforms	6,000	6,000	5,507	493
Public education	1,500	1,500	1,770	(270)
Support & rehab	2,000	2,000	2,142	(142)
Payroll expenses	373,440	373,440	407,685	(34,245)
Employment taxes	31,000	31,000	34,388	(3,388)
Health insurance	20,000	20,000	19,943	57
Payroll processing	2,500	2,500	2,588	(88)
Worker's Comp Insurance	7,648	7,648	11,608	(3,960)
Station maintenance	3,500	3,500	11,954	(8,454)
Air testing	450	450	-	450
Ladder testing	250	250	192	58
Pump testing	500	500	-	500
Radio repair	3,000	3,000	2,716	284
SCBA testing	1,500	1,500	1,344	156
Utilities	14,500	14,500	20,638	(6,138)
Vehicle and equipment repair	35,000	35,000	47,233	(12,233)
EMS training	1,500	1,500	1,250	250
Fire training	4,000	4,000	3,910	90
Seminars	2,500	2,500	1,681	819
Miscellaneous	-	-	2,980	(2,980)
Radio grant expense	-	-	15,747	(15,747)
Debt service	137,046	137,046	136,800	246
TOTAL EXPENDITURES	<u>798,130</u>	<u>798,130</u>	<u>845,170</u>	<u>(47,040)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 13,714</u>	<u>\$ 13,714</u>	51,454	<u>\$ (37,740)</u>
FUND BALANCE, BEGINNING OF YEAR			<u>334,101</u>	
FUND BALANCE, END OF YEAR NON-GAAP BUDGETARY BASIS			385,555	
ADJUSTMENTS TO GENERALLY ACCEPTED ACCOUNTING PRINCIPALS				
Proceeds from capital leases			68,400	
Capital outlay			<u>(71,745)</u>	
FUND BALANCE, END OF YEAR GAAP BASIS			<u>\$ 382,210</u>	

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2007

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of Travis County Emergency Services District No.12 (the District) included in the accompanying financial statements conform to generally accepted accounting principles (GAAP) as applied to governmental entities. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), which constitutes the primary source of GAAP for governmental units. The following represents the more significant accounting and reporting policies and practices used by the District.

A. Reporting Entity

Travis County Emergency Services District No.12 was created by order of the Travis County Commissioners Court following a conversion election, which was held within the boundaries of Travis County Fire Control District #9. A majority of the voters within the Fire Control District voted to convert the Fire Control District to the Emergency Services District. This election was held on May 18, 1996. The District operates under Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a five member Board of Commissioners appointed by the Travis County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

The District does not meet the criteria for inclusion as a component unit of any entity, nor does any entity meet the criteria for inclusion as a component unit of the District.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net assets and the statement of activities. These statements report financial information for the District as a whole. The primary government unit is presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarized more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2007

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenue to be available when it is collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The District reports the following major governmental fund:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Private-sector standards of accounting and financial reporting issued prior to November 30, 1989, generally are followed in both the government-wide fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board.

Major revenue sources susceptible to accrual include: property taxes. In general, other revenues are recognized when cash is received.

When both restricted and unrestricted resources are available for us, it is the District's policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Budgetary Data

A budget is adopted for the General Fund. The District's Board of Commissioners utilize the budget as a management tool for planning and cost control purposes. Annual appropriations lapse at fiscal year end.

E. Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of the acquisition.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED SEPTEMBER 30, 2007

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Property Taxes

Ad valorem taxes, penalties and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District. Property taxes were 88% of the District's revenue.

G. Capital Assets

Capital assets, which include property, plant and equipment, are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Property, plant and equipment of the primary government is depreciated using the straight line method over the following estimated useful lives:

New fire trucks	20 years
Used vehicles	10 years
Equipment	5 years

H. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

I. Long-term Obligations

In the government-wide financial statements, long-term debt obligations are reported as liabilities in the applicable governmental activities fund type statement of net assets.

NOTE 2 – INSURANCE BILLING RECEIVABLE

At September 30, 2007 the insurance billing receivable consisted of the following:

Insurance billing due	\$ 9,570
Allowance for doubtful accounts	<u>(8,613)</u>
Insurance billing receivable	<u>\$ 957</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED SEPTEMBER 30, 2007

NOTE 3 - CASH

The investment policies of the District are governed by State statute and an adopted District Investment Policy that includes depository contract provisions and custodial contract provisions. Major provisions of the District's investment policy include: depositories must be FDIC insured Texas banking institutions; depositories must fully insure or collateralize all demand and time deposits; securities collateralizing time deposits are held by independent third party trustees.

Cash - Deposits (cash) are carried at cost, which approximates market value. At September 30, 2007, the carrying amount of the District's deposits was \$17,339. The bank balance was \$34,302 and of the bank balance, \$34,302 was covered by federal depository insurance.

The District has cash of \$367,097 in the Texas Local Government Investment Pool (TexPool). TexPool is a public funds investment pool created by the Treasurer of the State of Texas pursuant to the Interlocal Cooperation Act of the State of Texas. The District has delegated the authority to hold legal title to TexPool as custodian and to make investment purchases with the District's funds. Its portfolio consists of U.S. Treasury bills and notes, collateralized certificates of deposit, and repurchase agreements. The District does not own specific, identifiable investment securities of the pool; consequently, no disclosure of categories of credit risk is made. The market value of TexPool investments at September 30, 2007 is \$367,097. The market value is determined by the number of pool shares owned on that day and each share is valued at \$1.

NOTE 4 - CAPITAL ASSETS

The following is a summary of changes in capital assets during the year:

	Balance <u>9/30/06</u>	<u>Additions</u>	<u>Reductions</u>	Balance <u>9/30/07</u>
Land	\$ 11,789	\$ -	\$ -	\$ 11,789
Vehicles	924,378	68,400	-	992,778
Furniture & equipment	141,196	-	-	141,196
Construction in progress	<u>29,443</u>	<u>3,345</u>	-	<u>32,788</u>
Total	1,106,806	71,745	-	1,178,551
Less accumulated depreciation				
Vehicles	121,786	60,250	-	182,036
Furniture & equipment	<u>49,787</u>	<u>24,839</u>	-	<u>74,626</u>
Total accumulated depreciation	<u>171,573</u>	<u>85,089</u>	-	<u>256,662</u>
Total capital assets	<u>\$ 935,233</u>	<u>\$ (13,344)</u>	<u>\$ -</u>	<u>\$ 921,889</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED SEPTEMBER 30, 2007

NOTE 5 - PROPERTY TAXES

Property taxes attach as an enforceable lien on January 1. Taxes are levied on or about October 1, are due on November 1, and are past due the following February 1. The Travis Central Appraisal District established appraisal values in accordance with requirements of the Texas Legislature. The District levies taxes based upon the appraised values. The Travis County Tax Collector bills and collects the District's property taxes.

The property tax rates, established in accordance with state laws, were based on 100% of the net assessed valuation of real property within the District on the 2005 tax roll. The assessed value of the 2005 tax roll, upon which the levy for the 2006 fiscal year was based, was \$596,813,360.

The tax rates assessed for the year ended September 30, 2007, to finance General Fund operations was \$.10 per \$100 valuation.

Property taxes receivable at September 30, 2007, consisted of the following:

	General Fund
Current year levy	\$ 22,947
Prior years' levy	<u>40,358</u>
Total property taxes receivable	<u>\$ 63,305</u>

The District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

NOTE 6 – LONG-TERM DEBT

The following is a summary of changes in long-term debt of the District for the year ended September 30, 2007:

	Balance <u>9/30/06</u>	<u>Additions</u>	<u>Reductions</u>	Balance <u>9/30/07</u>
Notes Payable	\$ 69,754	\$ -	\$ (7,097)	\$ 62,657
Capital Leases Payable	<u>780,497</u>	<u>68,400</u>	<u>(85,947)</u>	<u>762,950</u>
Total	<u>\$ 850,251</u>	<u>\$ 68,400</u>	<u>\$ (93,044)</u>	<u>\$ 825,607</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2007

NOTE 6 – LONG-TERM DEBT (Continued)

The District borrowed \$418,000 on a capital lease to purchase a Pierce pumper fire truck. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 4.35%. Installments of \$53,348 are due on December 15, each year beginning in 2006 and ending in 2015. The loan is collateralized with the fire truck. At September 30, 2007 the outstanding balance on the note payable was \$390,411.

The District borrowed \$40,000 on a capital lease to purchase a Ford Expedition. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 4.45%. Installments of \$9,002 are due on July 1, each year beginning in 2005 and ending in 2009. The loan is collateralized with a vehicle. At September 30, 2007 the outstanding balance on the note payable was \$16,870.

The District borrowed \$85,000 on a capital lease to purchase air packs and compressors. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 4.75%. Installments of \$14,247 are due on October 15 each year beginning in 2006 and ending in 2012. The loan is collateralized with the air packs and compressors. At September 30, 2007 the outstanding balance was \$72,895.

The District borrowed \$247,846 on a capital lease to purchase a 2003 Pierce Custom Contender. The capital lease is payable to Oshkosh Capital with interest bearing at the rate of 4.79%, secured by the equipment with annual payments of \$31,771 through February, 2013. At September 30, 2007 the outstanding balance was \$162,347.

The District borrowed \$83,075 from the Coupland State Bank at an interest rate of 5.40% to purchase a new tanker. Installments of \$10,971 are due on December 5, each year beginning in 2004 and ending in 2013. The loan is collateralized with the tanker. At September 30, 2007 the outstanding balance on the note payable was \$62,657.

The District borrowed \$31,532 on a capital lease to purchase turnout gear. The capital lease is payable to Kansas State Bank with interest bearing at the rate of 4.79%, secured by the equipment with monthly payments of \$592 through February, 2009. At September 30, 2007 the outstanding balance was \$9,806.

The District borrowed \$70,000 on a capital lease to purchase a 2004 brush truck. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 3.80%, secured by the brush truck with annual payments of \$11,577 through March, 2011. At September 30, 2007 the outstanding balance was \$42,221.

The District borrowed \$68,400 on a capital lease to purchase a brush truck. The capital lease is payable to Wells Fargo Brokerage Services with interest bearing at the rate of 5.17%, secured by the brush truck with annual payments of \$19,366 through January, 2011. At September 30, 2007 the outstanding balance was \$68,400.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO.12
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED SEPTEMBER 30, 2007

NOTE 6 – LONG-TERM DEBT (Continued)

The following schedule sets forth the debt service requirements on the outstanding indebtedness of the District as of September 30, 2007:

For the Year Ending

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2008	\$ 119,578	\$ 37,808	\$ 157,386
2009	121,028	32,308	153,336
2010	114,468	26,811	141,279
2011	119,784	21,495	141,279
2012	94,406	15,931	110,337
2017	256,343	25,085	281,428
2022	-	-	-
Total	<u>\$ 825,607</u>	<u>\$ 159,438</u>	<u>\$ 985,045</u>

NOTE 7 - DESIGNATED FUND BALANCE

The designated for building, fund balance is used to show the amounts within unreserved fund balance that is intended for future construction, but is not legally restricted.

NOTE 8 - RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained coverage from VFIS and has effectively managed risk. All risk management activities are accounted for in the General Fund. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered.

EXECUTIVE SESSION

Travis County Commissioners Court Agenda Request

Voting Session 2 / 17 / 09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on an offer to sell approximately 80 acres of land located near S.H. 130 and U.S. Highway 71 East, for inclusion in 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.)

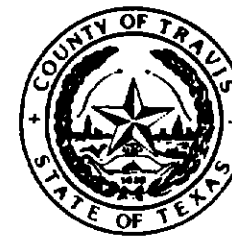
Purchasing Office (854-9700)

- 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.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

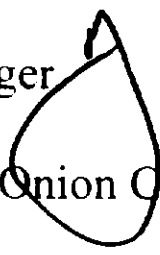
411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

COURT DATE: 2 / 17 /09

EXECUTIVE SESSION

AGENDA ITEM #

MEMORANDUM

DATE: February 9, 2009
TO: Members of the Commissioners' Court
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Offer to sell 82.562 acres of land near  Onion Creek in Precinct Four

SUMMARY OF BRIEFING AND STAFF RECOMMEDATION

In November 2005, the voters of Travis County approved bond funds for acquisition of parkland / open space in southeast Travis County. A portion of this funding was allocated to purchase property located along Onion Creek, for the installation of a trail along a greenbelt, with the goal of ultimately linking several County parks along the Onion Creek corridor.

In January 2009, Dan Berdoll, of Ivy Berdoll Family Farms, Inc., approached Travis County with an offer to sell an 82.562 acre tract of land located immediately south of Onion Creek within the Onion Creek corridor. The offer to sell is for \$360,000, or roughly \$4,360 per acre, and is submitted in the form of a purchase contract.

Recently, TNR bought a tract of land from a neighboring owner (the Barkley sisters) for use as a strategic link in the Onion Creek Open Space Project. Although this "Barkley" tract is similar in size to the subject property, it is located wholly within the 100-year flood plain, and has significantly inferior visibility and access when compared to the subject tract. In December 2008, the Aegis Group, Inc. and Mr. John Coleman, MAI, appraised this "Barkley" tract, assigning it a fair market value of \$5,000 per acre. Based upon (1) internal TNR Right-of-Way staff analysis, (2) the 2008 TCAD value of approximately \$1.1 million for the subject tract, and (3) the recent appraisal on adjoining property, TNR is confident that the proposed sales contract price is well below the current market value for the 82.562 acres.

While the subject property is not located within the 100-year flood plain, it does share many of the characteristics Travis County identified as important for the Onion Creek

Travis County Commissioners' Court
February 9, 2009
Page 2 of 2

Open Space Project. In particular, the site is contiguous to other tracts purchased for the project, provides an excellent access point to the County-owned holdings from the northbound S.H. 130 access road, and offers recreational and environmental opportunities identified by the county as important to the project. The tract includes a year-round pond fed by a natural well. This pond is presently stocked with several species of fish, and could be suitable for public fishing within the next three years.

TNR Recommends that the Commissioners Court approve this proposed purchase, and direct TNR staff to take the necessary steps to execute such sale.

FISCAL AND BUDGETARY IMPACT

The total sales price \$360,000. Closing costs are projected at roughly \$4,000, yielding a total cost to the County for the acquisition at about \$364,000, The funding is in place, and is located within account # 511-4911-809-8112.

ISSUES AND OPPORTUNITIES

TNR staff views this proposed purchase as appropriate, in the best interest of the general public, and as an opportunity to expand the recreational uses associated with the guidelines set forth in the 2005 Bond Program's Onion Creek Open Space project.

REQUIRED AUTHORIZATION County Attorney – Chris Gilmore

EXHIBITS (A) Proposed Purchase Agreement (executed by Seller)
(B) Area map identifying subject site approximate location

copy: Steve Manilla, P.E., Public Works Director
Greg Chico, Right-of-Way Manager
Lisa Dean, Right-of-Way Negotiator
Donna Williams-Jones, TNR, Senior Financial Analyst

EXHIBIT "A"

TRAVIS COUNTY PURCHASE CONTRACT

STATE OF TEXAS

§

PARCEL #7

COUNTY OF TRAVIS

§

§

Onion Creek Open Space

THIS CONTRACT OF SALE is made by and between Ivy Berdoll Family Farms, Inc., hereinafter referred to as SELLER, and TRAVIS COUNTY, TEXAS, hereinafter referred to as BUYER, for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

SECTION I - PURCHASE AND SALE

The SELLER hereby agrees to sell and convey to BUYER and BUYER agrees to purchase that interest in real property situated in Travis County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto, hereinafter collectively called PROPERTY, described as follows:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" attached hereto and incorporated herein as if set out at length, which exhibit will identify the type of interest in real property purchased.

SECTION II - CONSIDERATION

BUYER agrees to buy and SELLER agrees to sell the PROPERTY for Three Hundred, Sixty Thousand and No/100s Dollars (\$360,000.00).

SECTION III - COMMITMENT FOR TITLE INSURANCE

BUYER may obtain a Commitment for Title Insurance (the "Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Commitment. If BUYER has an objection to items disclosed in such Commitment, SELLER shall cure the same by date of closing. BUYER may waive any item in the Commitment and complete the purchase.

The SELLER shall perform, observe, and comply with all of the covenants, agreements, and

conditions required by this agreement prior to or as of the closing.

SECTION IV - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represents and warrants to BUYER now, through closing and surviving closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and is duly authorized and empowered to sell said PROPERTY;
- C. SELLER has paid all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY which will not be satisfied out of the Sales Price; and
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER.

If any representation above is untrue, SELLER shall remedy the deficiency prior to closing. Should SELLER not remedy the deficiency prior to closing, the SELLER shall be in default.

SECTION V - CLOSING

The parties will finalize the transaction by closing on or before ninety (90) days after the date of this agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon confirmation by the parties.

- A. At the closing, SELLER shall deliver to BUYER the following:
 - 1. A duly executed and acknowledged General Warranty Deed in a form and substance as the Deed attached as Exhibit "B" and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein below and/or approved by BUYER in writing prior to closing.
 - 2. An Owner's Policy of Title Insurance (the "Title Policy") issued by Stewart

Title Insurance Company, with premium cost to be paid by the BUYER, issued by in the full amount of the Sales Price (or appraised value of the PROPERTY if cash is not the consideration), dated as of the closing, insuring BUYER'S contractual interest to the PROPERTY to be good and indefeasible subject only to those title exceptions contained in the standard, printed form allowed by the State Department of Insurance; however,

- a. the exception as to restrictive covenants shall be endorsed "None of Record," unless waived by BUYER before closing, and,
 - b. the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
3. Evidence of its capacity and authority for the closing of this transaction.
 4. All signed releases, affidavits, and other necessary documents to close this transaction.
 5. Possession of the PROPERTY.
 6. Evidence that all general real estate taxes for the then current year relating to the Property (if purchased in fee) and interest on any existing indebtedness prorated to the day of closing have been paid.
 7. Evidence that all special taxes or assessments to the Closing Date shall be paid by Seller.
- B. The SELLER shall pay all cost of releasing existing loans, liens or other encumbrances, his attorney's fees and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the closing, BUYER shall perform the following:
1. Pay, by check, the purchase price.
 2. Sign any documents a buyer would normally sign to close a similar transaction.
 3. Pay cost of owner's title policy premium.

SECTION VI - BREACH BY SELLER

In the event that the SELLER shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except the BUYER'S

default, the BUYER may enforce specific performance of this agreement, bring suit for damages against the SELLER, or seek any other remedy provided by law.

SECTION VII - BREACH BY BUYER

In the event that the BUYER should fail to consummate the purchase of the property, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER shall have the right to bring suit for damages against the BUYER.

SECTION VIII - ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

SECTION IX - MISCELLANEOUS

1. **Survival of Covenants.** Any of the representations, warranties, covenants, and agreements of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.
2. **Notice.** Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

SELLER: Ivy Berdoll Family Farms, Inc.
c/o Mr. Dan Berdoll
339 Orchard Road
Cedar Creek, TX 78612

BUYER: Travis County, Texas
c/o Executive Manager
Transportation and Natural Resources
P. O. Box 1748
Austin, Texas 78767

**COPY TO: The Honorable David Escamilla
(or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767**

3. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.
4. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
6. **Entire Agreement**
 - A. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the parties with respect to said matter.
 - B. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.
7. **Time of Essence.** Time is of the essence of this Contract.
8. **Gender.** Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.

IN WITNESS WHEREOF, the Parties hereunto, acting by and through their duly authorized officers or on their own behalf have caused this Contract to be signed on the day and year below

written. The later day and year below written will be the effective date upon which all duties under this Contract shall begin.

Date: 2-9-2009

SELLER: Ivy Berdoll Family Farms, Inc.

By: *Dan Berdoll*
Signature of Authorized Representative

Printed Name: Dan Berdoll

Title: President

BUYER: TRAVIS COUNTY, TEXAS

Date: _____

By: _____
Samuel T. Biscoe
Travis County Judge

THE RIPPY SURVEYING COMPANY, INC.

P.O. BOX 1136
 DRIPPING SPRINGS, TEXAS 78620
 PHONE: 512-301-4300 FAX 512-301-4301

EXHIBIT "A"

FIELD NOTES describing all of that certain tract or parcel containing 82.562 acres of land out of and a part of 745.12 acres of land out of the Jose Antonio Navarro grant, Travis County Texas, conveyed to Ivy Berdoll Family Farms, Inc., recorded in Volume 10846, Page 237, Travis County Real Property Records, Travis County, Texas, being more fully described by metes and bounds as follows:

BEGINNING at a 1/2" steel rod found at the northwest corner of the herein described tract, said point being in the north line of the above said 745.12 acre tract, being the south line of a 106.19 acre tract conveyed to Carolyn Esther Barkley & Janet Sue Barkley-Booher, recorded in Document No. 2000063776, Travis County Official Public Records;

THENCE with the west line of the herein described tract being the east line of a 60.026 acre tract conveyed to the State of Texas, recorded in Cause No. C-1-CV-06-004008, Travis County, Texas, the following two (2) courses and distances:

1. South 22°25'40" West a distance of 1167.37 feet to a 1/2" steel rod set at the beginning of a curve to right;
2. Along a curve to the right having a radius of 5480.00 feet and an arc length of 2317.31 feet with a chord bearing of South 32°25'51" West and a chord of length of 2300.08', and a tangent of 1176.24' to a 1/2" steel rod found disturbed and reset, in the south line of the above said 745.12 acre tract for the southwest corner of the herein described tract being the southeast corner of the above said 60.026 acre tract, also being the northeast corner of a 10.896 acre tract conveyed to the State of Texas, recorded in Document No. 20066151678, Travis County, Texas, also being the northwest corner of a 78.813 acre tract conveyed to Phil Berdoll, Kellis Berdoll, Shelly Marie Berdoll, and Dan Berdoll, recorded in Volume 11659, Page 121, Travis County Real Property Records, Travis County, Texas;

THENCE with the south line of the herein described tract being the south line of the above said 745.12 acre tract also being the north line of the above said 78.813 acre tract, South 61°35'26" East a distance of 367.32 feet, to a 1/2" steel rod found at the southeast corner of the herein described tract, also being the southwest corner of a 36.749 acre tract conveyed to Lexington Parke Partners, LTD, recorded in Document No. 2005231573, Travis County Official Public Records, Travis County, Texas;

THENCE with the east line of the herein described tract being the west line of the above said 36.749 acre tract and the east line of a 84.679 acre tract conveyed to Lexington Parke Partners, LTD, recorded in Document No. 2005025861, Travis County Official Public Records, Travis County, Texas, North 53°28'02" East a distance of 3845.11 feet, to a 1/2" steel rod found at the northeast corner of the herein described tract, being the northwest corner of the above said 84.679 acre tract, also being in the north line of the above said 745.12 acre tract, also being in the south line of the above said 106.19 acre tract;

THENCE with the north line of the herein described tract being the south line of the above said 106.19 acre tract, also being the north line of the above said 745.12 acre tract, North 62°28'00" West a distance of 1956.42 feet to the point of beginning containing 82.562 Acres, more or less.

I hereby certify that the foregoing notes represent the results of a survey made on the ground under my supervision according to law and that they are true and correct to the best of my knowledge this the 7th day of May 2008.

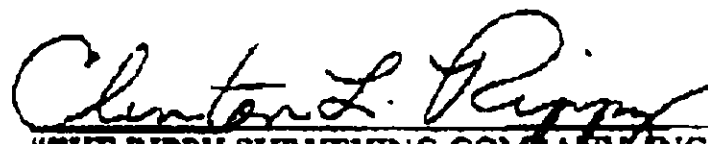

 "THE RIPPY SURVEYING COMPANY, INC."
 CLINTON L. RIPPY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NUMBER 1926

EXHIBIT "B"

GENERAL WARRANTY DEED

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

That Ivy Berdoll Family Farms, Inc. of the County of Travis, State of Texas, hereinafter referred to as "GRANTOR," whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as "GRANTEE," the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever, and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

EXECUTED this _____ day of _____, 2009.

Ivy Berdoll Family Farms, Inc.

By: _____
Signature of Authorized Representative

Printed Name: _____

Title: _____
Authorized Representative

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Dan Berdoll, President of Ivy Berdoll Family Farms, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for
The State of Texas

Name (typed or printed)
My Commission expires: _____

Mailing Address of Grantee:

Travis County, Texas
c/o Transportation and Natural Resources Department
P.O. Box 1748
Austin, TX 78767
attn: Lisa Dean

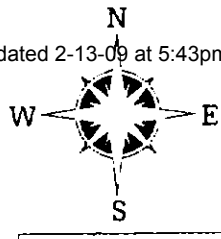
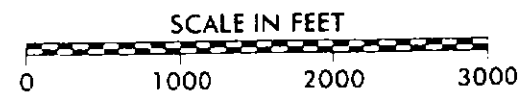
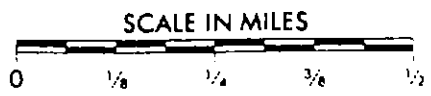
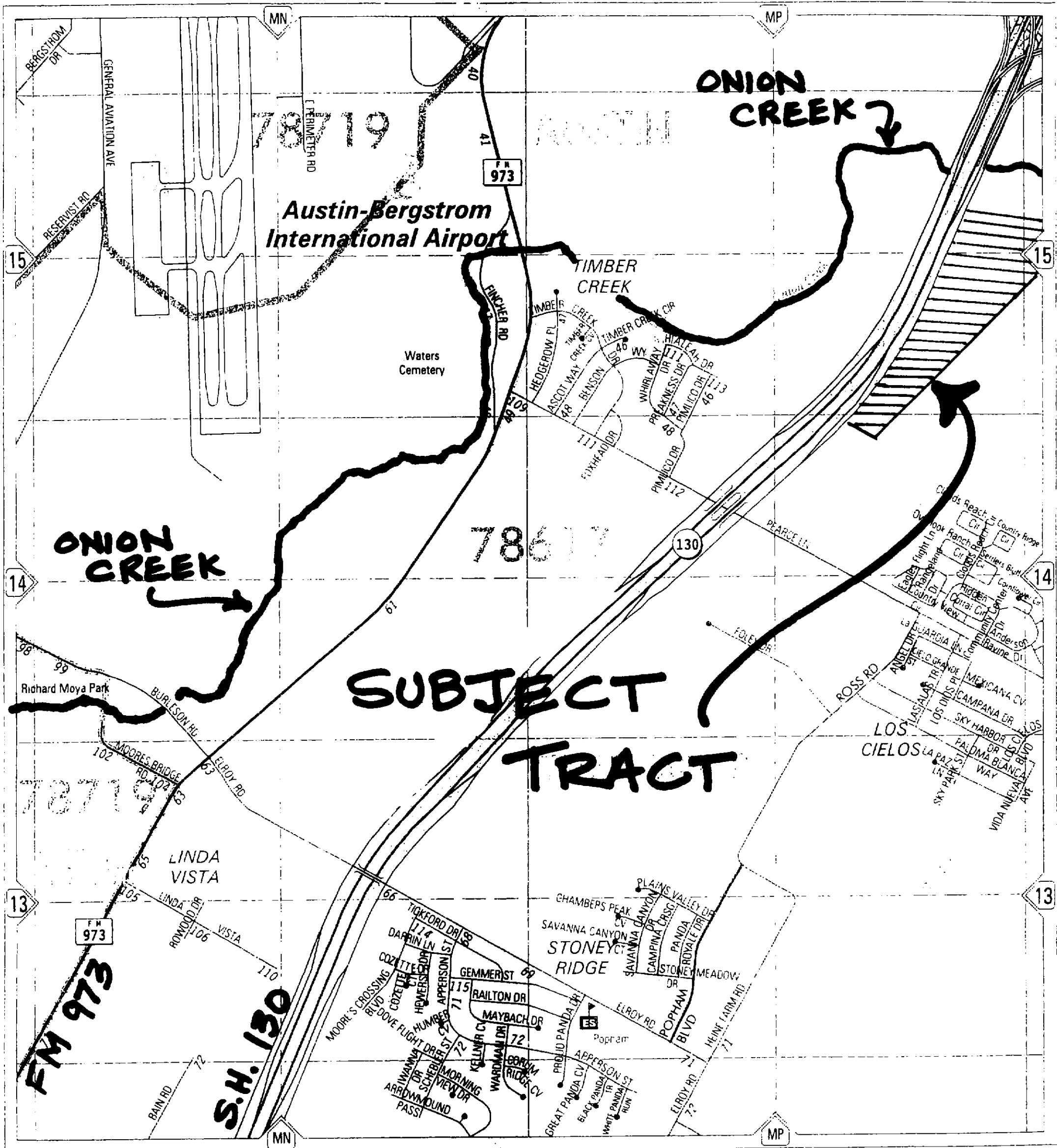


EXHIBIT "B"



30 ✓

COUNTY JUDGE'S OFFICE
09 FEB 10 PM 1:34 #

Travis County Commissioners Court Agenda Request

Voting Session 2/17/09
(Date)

Work Session _____
(Date)

I. A. Request made by: Alicia Perez, Ex. Mgr., Admin. Op and John Hille, TCAO
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on Purchase Contract for approximately 3.5 acres of land from the Travis County Community Supervision and Corrections Division to secure SMART Facility Enhancements (Executive Session also pursuant to Tex. Gov't Code Ann. §551.071 and §551.072)

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

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

- Alicia Perez, Ex. Mgr., Admin. Op. 854-9343
- Roger El-Khoury, Dir., Fac. Mgmt. 854-9661
- Rodney Rhoades, Ex. Mgr., PBO 854-9106
- Belinda Powell, PBO 854-9106
- Diana Ramirez, PBO 854-9106
- John C. Hille, Jr., Dir., Trans. Div., TCAO 854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

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.

33 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: February 17, 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 THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL 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, Assistant County Attorney, (4-9415)

Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
09 FEB 11 AM 9:09

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

34 ✓

Voting Session: February 17, 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 THE
POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD.
(EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

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

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

John Hille, 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)

- Contract, Agreement, Policy & Procedure

RECEIVED
09 FEB 11 AM 9:09

36 ✓

Travis County Commissioners Court Agenda Request

Voting Session: 02/17/09 (Date) Work Session: 02/10/09 (Date)

A.. Request made by: COUNTY ATTORNEY SHERINE E. THOMAS
Phone # 854-9513

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

B. Requested Text: Receive legal briefing and take appropriate action regarding the status of investigation of claims by Chuck Kelley, including the claims in EEOC Charge No. 31C-2008-01436 and EEOC Charge No. 450-2009-00943.

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:

Alicia Perez, Executive Manager, Administrative Operations 854-9343

III. Required Authorizations: Please check if applicable:

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

09 FEB -1 11 3:55
COUNTY CLERK

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.

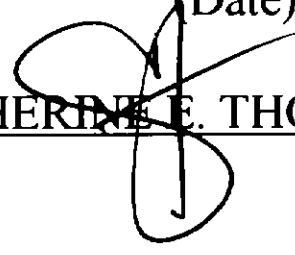
37 ✓

Travis County Commissioners Court Agenda Request

Voting Session: 02/17/09
(Date)

Work Session: 02/10/09
(Date)

A.. Request made by: COUNTY ATTORNEY SHERINE E. THOMAS
Phone # 854-9513



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

B. Requested Text: Receive legal briefing and take appropriate action regarding the status of investigation of claims by Karen Steitle, including the claims in EEOC Charge No. 31C-2008-01470.

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:

Alicia Perez, Executive Manager, Administrative Operations 854-9343

III. Required Authorizations: Please check if applicable:

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

RECEIVED
COUNTY CLERK
09 FEB -4 11 3 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.

C2

✓

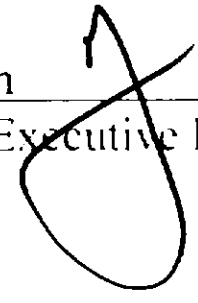
Travis County Commissioners Court Agenda Request

Voting Session 02/17/09
(Date)

Work Session _____
(Date)

COPIED +1 PM 2/23/09
COUNTY CLERK

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



B. Requested Text:

Approve setting the public hearing for March 24, 2009 to receive comments on:

A. Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills, in Precinct Three (Lot line revision for two residential lots – 0.68 Acres – Longhorn Skyway and Deer Creek Skyview - No Fiscal required – Sewage service to be provided by OSSF – No City’s ETJ).

C. Approved by:

Commissioner Karen Huber, Precinct Three

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

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

AS Sarah C. Sumner: 854-7563
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

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

___ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney’s Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

February 6, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: ^{AYB} Anna Bowlin, Division Director, Development Services

SUBJECT: Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills, Precinct Three

PROPOSED MOTION:

Approve setting the public hearing for March 24, 2009 to receive comments on:

Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills, in Precinct Three (Lot line revision for two residential lots – 0.68 Acres – Longhorn Skyway and Deer Creek Skyview - No Fiscal required – Sewage service to be provided by OSSF – No City’s ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This revised plat adjusts the lot lines between 2 total single family lots. No parkland dedication or fiscal is required.

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

ISSUES:

Staff has received no inquiries about this project at this time.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

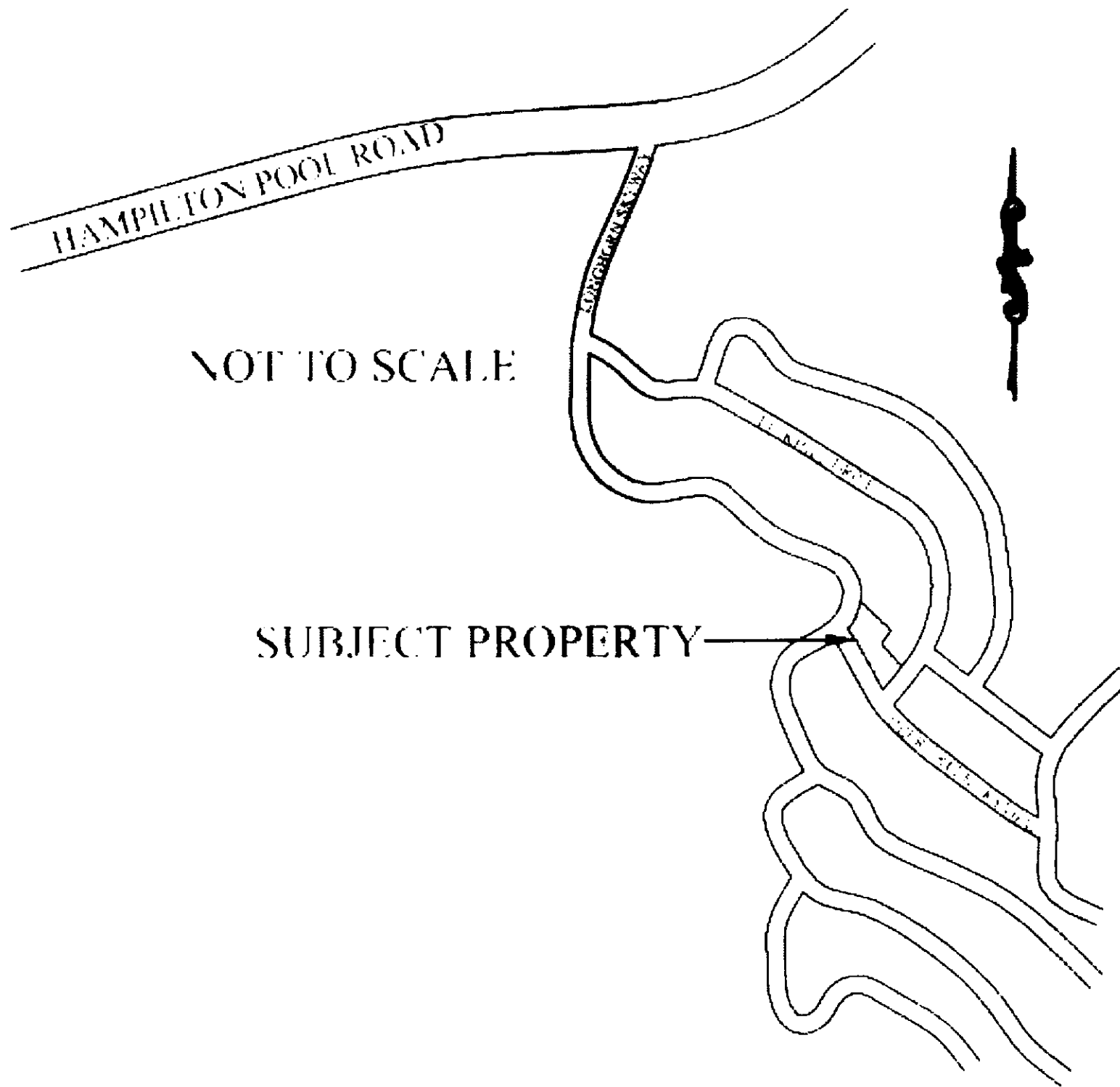
None.

EXHIBITS:

Location map, Original Plat, Final Plat, Precinct Map

SCS 0607

Revised Plat of Hilltop Manor Block FFF Lot 1 and Twin Lake Hills Block RR Lot 19 Location Map

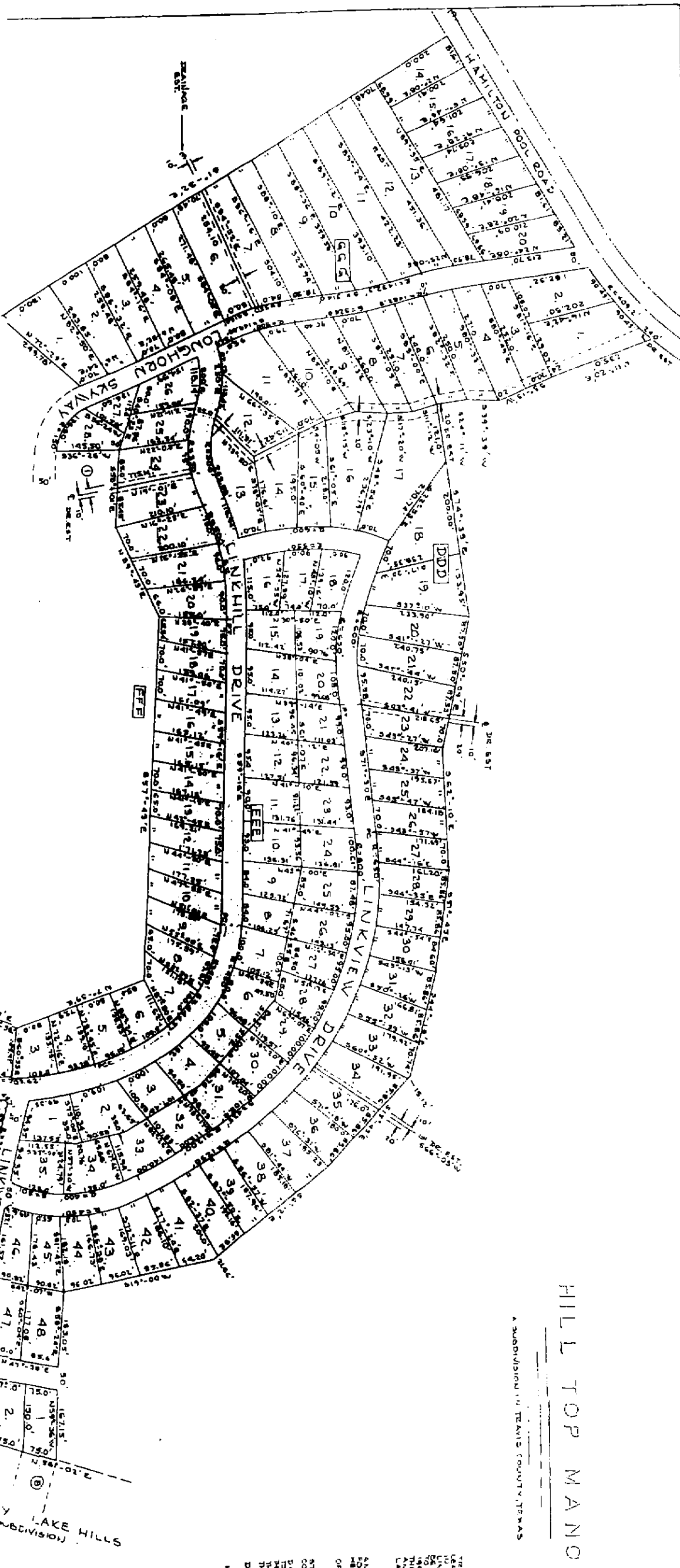


12-5-72 ROCH A-1474-750

Original Plat Lot 1 Ball FFE

70-2392

Vol. 62 Page 84
PLAT RECORD, TRAVIS COUNTY, TEXAS



HILL TOP MANOR
A SUBDIVISION IN TRAVIS COUNTY, TEXAS

GENERAL NOTE: SEE HUMAN HABITATION EACH HOUSE MUST BE CONNECTED TO A SEPTIC TANK AND OTHER UTILITIES THAT HAVE BEEN APPROVED BY THE COUNTY HEALTH DEPARTMENT TRAVIS COUNTY.

NOTATION: THIS PLAT IS A SUBDIVISION OF THE COUNTY OF TRAVIS COUNTY, TEXAS, AND IS SUBJECT TO THE DEEDS AND RECORDS OF THE COUNTY OF TRAVIS COUNTY, TEXAS. THE DEEDS AND RECORDS OF THE COUNTY OF TRAVIS COUNTY, TEXAS, SHALL BE REFERRED TO FOR THE COMPLETE RECORDS OF THIS PLAT.

RESIDENT NOTE: WIDE EASEMENT FOR THE PURPOSES OF A FIVE (5) FOOT WIDE FRONT, SIDES AND REAR OF ALL LOTS SHOWN HEREON.



Notarially Certified to be a true and correct copy of the original plat as shown to me by the undersigned.

[Signature]
Notary Public
Travis County, Texas

TWIN LAKE HILLS
SUBDIVISION

RECORDED OUTSIDE
OF THIS COUNTY
NOV 21 1972

ROCHIN
INVESTMENTAL
DE 2070, 19115

STATE OF TEXAS)
COUNTY OF TRAVIS)
I, *[Signature]*, Clerk of the County of Travis, do hereby certify that the foregoing plat was filed for record in the public records of this county on the 12th day of August, 1972, and that the same is a true and correct copy of the original plat as shown to me by the undersigned.

WITNESSED MY HAND AND SEAL OF OFFICE THIS 12th DAY OF AUGUST 1972.

[Signature]
Clerk of the County of Travis

STATE OF TEXAS)
COUNTY OF TRAVIS)
I, *[Signature]*, Deputy Clerk of the County of Travis, do hereby certify that the foregoing plat was filed for record in the public records of this county on the 12th day of August, 1972, and that the same is a true and correct copy of the original plat as shown to me by the undersigned.

WITNESSED MY HAND AND SEAL OF OFFICE THIS 12th DAY OF AUGUST 1972.

[Signature]
Deputy Clerk of the County of Travis

HILL TOP MANOR

SAID TO HEREBY DELEGATE TO THE PUBLIC RECORDS ALL THE BETS AND EASEMENTS SHOW HEREON BY MY HAND ON THIS 12th DAY OF AUGUST 1972.

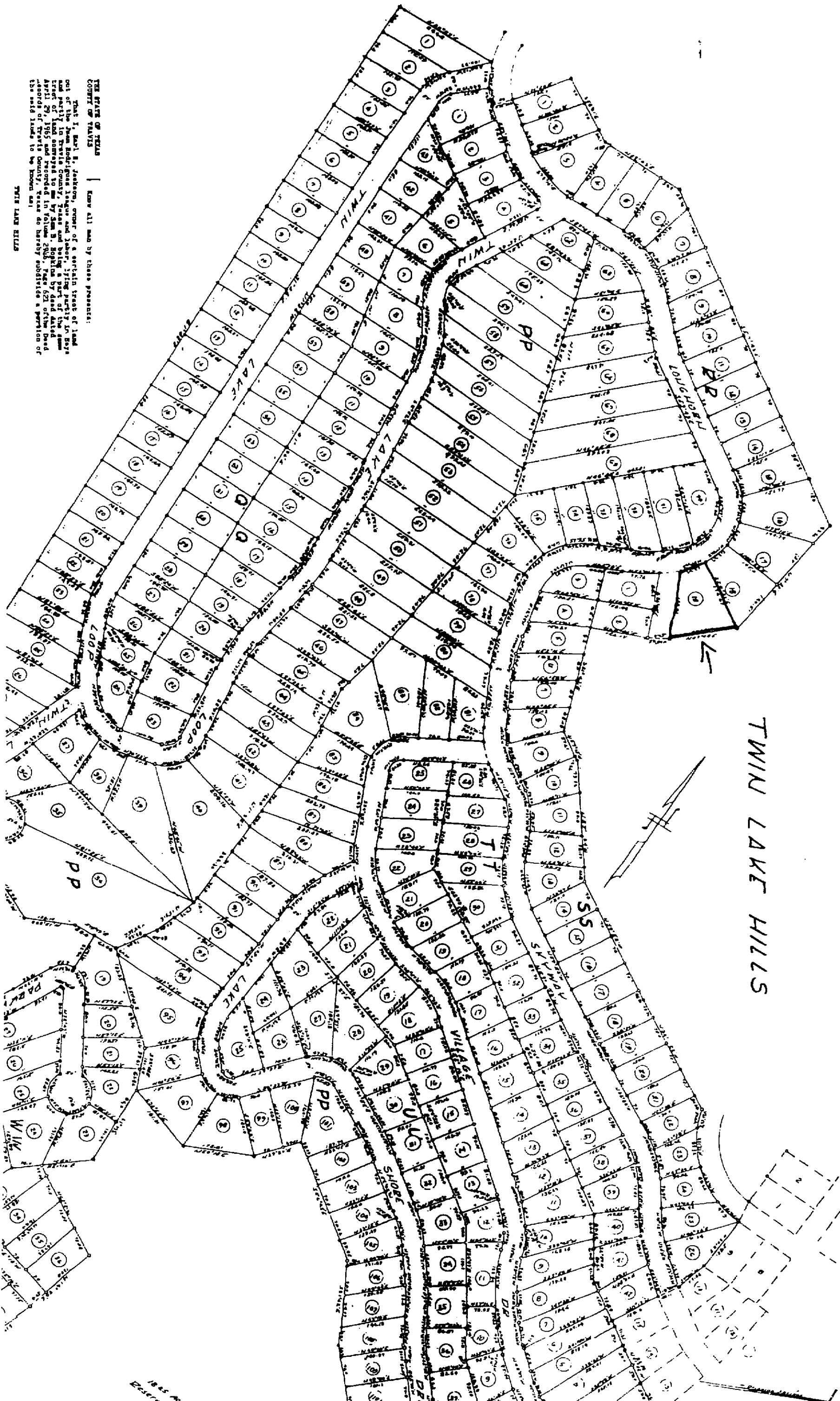
[Signature]
Notary Public

STATE OF TEXAS)
COUNTY OF TRAVIS)
I, *[Signature]*, Clerk of the County of Travis, do hereby certify that the foregoing plat was filed for record in the public records of this county on the 12th day of August, 1972, and that the same is a true and correct copy of the original plat as shown to me by the undersigned.

WITNESSED MY HAND AND SEAL OF OFFICE THIS 12th DAY OF AUGUST 1972.

[Signature]
Clerk of the County of Travis

July 7-70 RC CA A 906 #750 Original Plat Lot 19 Black Riv



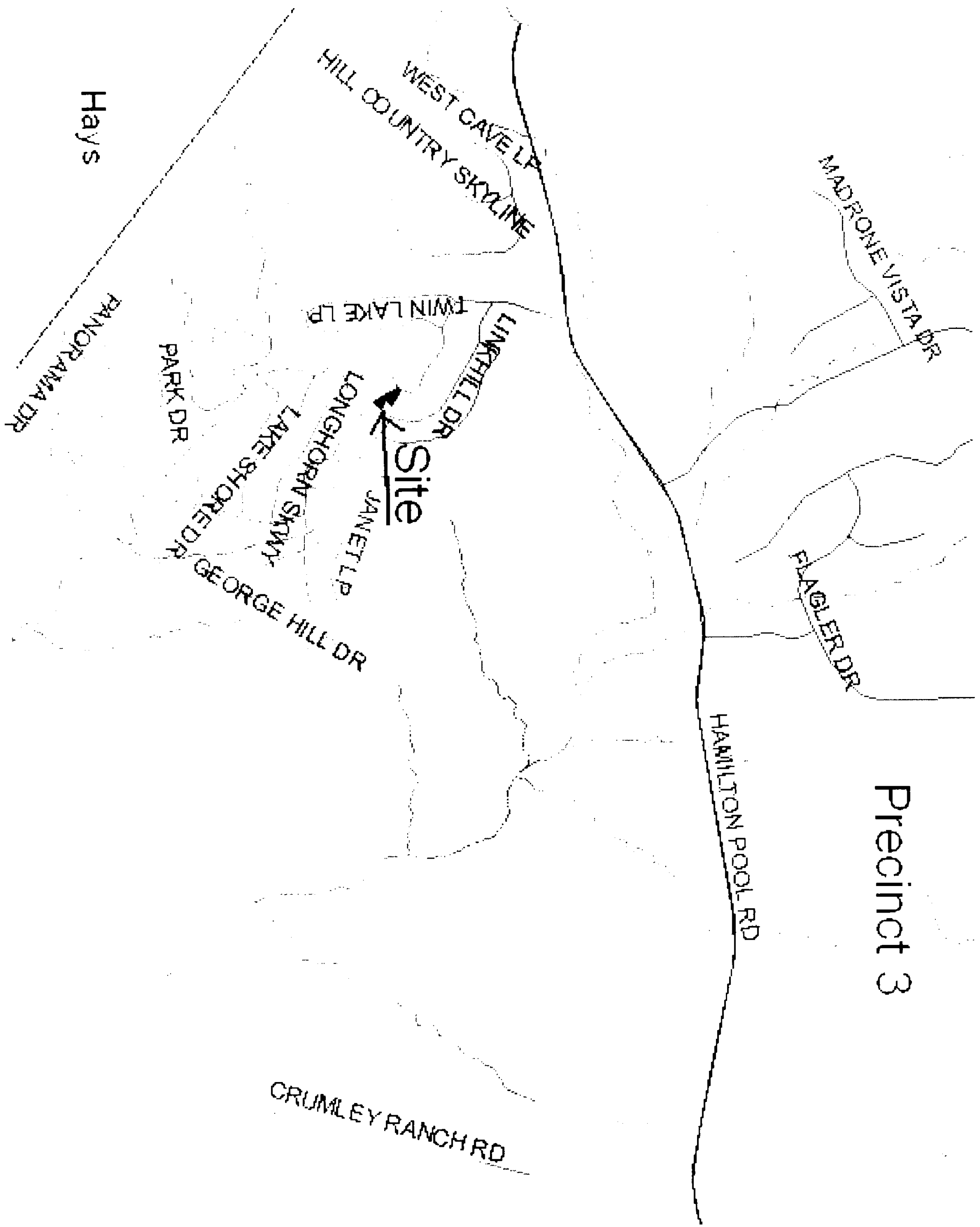
THE STATE OF TEXAS
COUNTY OF TRAVIS

Know all men by these presents:

That I, Earl B. Jackson, owner of a certain tract of land out of the James Rodriguez League and Jacob, J. King party in Bays and partly in Travis County, Texas and being a part of the same tract of land conveyed to me by Sam B. Hopkins by deed dated April 27, 1965 and recorded in Volume 2006, Page 621 of the book of Public Records of Travis County, Texas do hereby substitute a portion of the said land to be known as:

TWIN LAKE HILLS

1945 No. 10000



Hays

Precinct 3

Site

WEST CAVE LP
HILL COUNTRY SKYLINE

MADRONE VISTA DR

TWIN LAKE LP
LINRHILL DR

PANORAMA DR

PARK DR

LONGHORN SKYWAY
LAKE SHORED DR

JANET LP

GEORGE HILL DR

FLAGLER DR

HAMILTON POOL RD

CRUMLEY RANCH RD

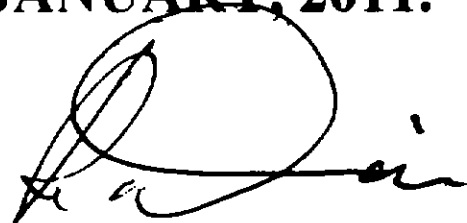
AGENDA REQUEST

VS # **C3**

Please consider the following item for voting session 02/17/09

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:
REAPPOINT MARGARINE G. BEAMAN TO SERVE ON THE TRAVIS COUNTY HISTORICAL COMMISSION AS A PRECINCT ONE APPOINTEE, TERM EFFECTIVE UNTIL JANUARY, 2011.

C. Approved by: 
Signature of Travis County Commissioner Ron Davis, Pct. One)

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:
Margarine G. Beaman – 921-1625

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

COUNTY PERSONNEL
09 FEB 10 PM 1:04

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

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

TRAVIS COUNTY HISTORICAL COMMISSION

Membership Application/Information for Appointment

Name (First, Middle, Last): Margarine Lynell Beaman

Address (street, city, zip-code): _____
Mailing Address (if different from above) Austin, TX 78722

Email Address: _____

Home Phone: N/A Work _____ Cell: _____

Travis County Precinct in which you live: 1st: 2nd: _____ 3rd: _____ 4th: _____

Biographical Information

Employer: Beaman Metal Co. Inc.
Occupation/Position: Vice Pres/Accountant
Business Address: 3409 E 5th St, 78702

Education: High School College Graduate: NO

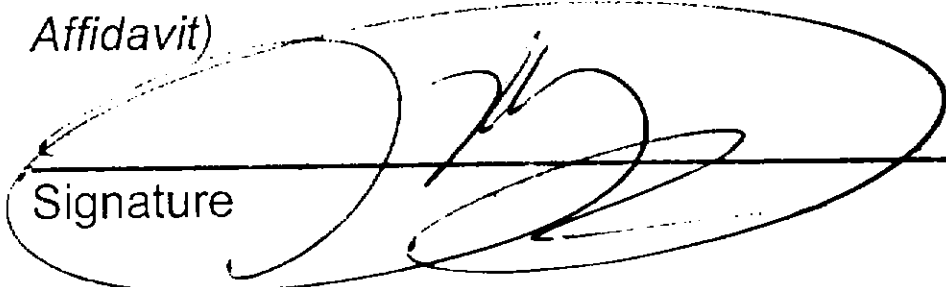
Degree, certificate, certifications, held: Accounting, Master Gardener

Other schools, training or employment that might aid in preservation work: TX Historical Com. classes on preservation, etc. Houston

Special Interests and hobbies: helping make proposals Human Services, successful work with underserved for homeless youth, homeless history research, etc. for nursing

Describe any preservation work you have done or reasons why you are interested in being appointed to the Travis County Historical Commission (attach extra sheet, if required): Have done oral history, history photo days, visited all cities in Travis County history, worked on churches history, interviewed & worked on African American Rural School, worked on Travis Co. Court House brochure, written contents for historical markers, refurbished markers, etc.

I would like to be considered for the Travis County Historical Commission and certify that the above information is true and correct. (Please attach Non-Conflict of Interest Affidavit)

Signature 

Date 1/17/09

Travis County Historical Commission Application
Page 2

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

Margarine Gaynell Beaman has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 4th day of February, 2009.

Signature of Applicant

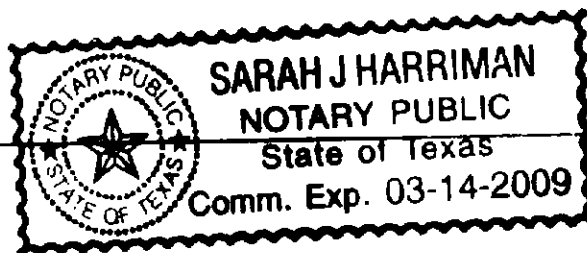
Date

[Handwritten Signature]
02/04/09

Personally appeared before the undersigned, Margarine Gaynell Beaman Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

Sarah J. Harriman
Notary Public, Travis County, Texas

My commission expires _____



AGENDA REQUEST

VS # **C3**

Please consider the following item for voting session 02/17/09.

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:

REAPPOINT CAROLYN L. JONES TO SERVE ON THE TRAVIS COUNTY HISTORICAL COMMISSION AS A PRECINCT ONE APPOINTEE, TERM EFFECTIVE UNTIL JANUARY 2011.

C. Approved by: 
Signature of Commissioner or Judge
(Ron Davis, Travis County Commissioner, Pct. One)

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:
Caroylyn L. Jones – 926-2787

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

IV. BUDGET REQUEST:
If your request involves any of the following please check:
 Additional funding for your department
 Transfer of funds within your department budget
 A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

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

FILED
COUNTY CLERK
09 FEB 10 PM 1:04

TRAVIS COUNTY HISTORICAL COMMISSION

Membership Application/Information for Appointment

Name (First, Middle, Last): CAROLYN Louise JONES

Address (street, city, zip-code):
Mailing Address (if different from above) _____

Email Address: _____

Home Phone _____ Work _____ Cell: _____

Travis County Precinct in which you live: 1st: 2nd: _____ 3rd: _____ 4th: _____

Biographical Information

Employer: Health & Human Svcs. Comm

Occupation/Position: Program Specialist

Business Address: Lamar @ North Lamar

Education: High School Del Valle '66 College UT 2000 Graduate:

Degree, certificate, certifications, held: BA degree

Other schools, training or employment that might aid in preservation work: _____

Special Interests and hobbies: _____

Describe any preservation work you have done or reasons why you are interested in being appointed to the Travis County Historical Commission (attach extra sheet, if required): _____

I would like to be considered for the Travis County Historical Commission and certify that the above information is true and correct. (Please attach Non-Conflict of Interest Affidavit)

Carolyn Jones
Signature

02-04-09
Date

Travis County Historical Commission Application
Page 2

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

Carolyn Jones has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

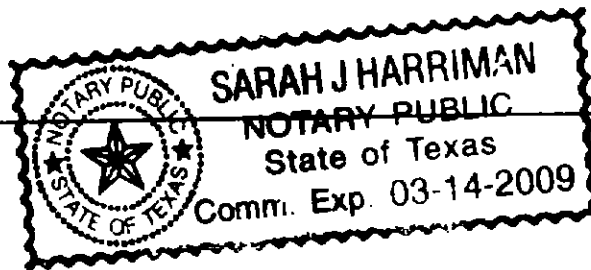
In witness thereof, the undersigned has signed and sealed this instrument on this 4th day of February, 2009.

Carolyn Jones
Signature of Applicant
02-04-09
Date

Personally appeared before the undersigned, Carolyn Jones
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

Sarah J. Harriman
Notary Public, Travis County, Texas

My commission expires _____



TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 17, 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 for home-buyers who purchase a home through Austin Habitat to treat their sweat equity as an investment of \$500 in their home.

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

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

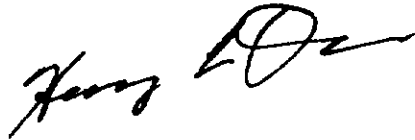
III. Required Authorizations: Please check if applicable.

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

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

RECEIVED
COUNTY CLERK
FEB 17 2009

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: February 17, 2009
TO: Board of Directors
FROM: Harvey L. Davis, Manager 
SUBJECT: Home-Buyer Assistance Program and Austin Habitat

Summary and Background Information:

Austin Habitat wishes to the use the Corporation's down-payment assistance program ("DPA") to help some of their home-buyers.

The DPA guidelines require at least a \$500 investment by the home-buyer.

Austin Habitat wants Corporation to treat the sweat equity by their buyers as fulfilling the \$500 investment. Each home-buyer must contribute at least 400 hours of sweat equity to build their new home.

Staff recommends approval of the request because the fair market value of 400 hours of works is in excess of \$500.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 17, 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 payment to Texas Department of Housing and Community Affairs.

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

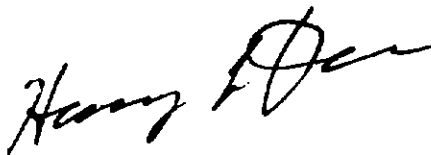
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: February 17, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Payment due TDHCA

Summary and Background Information:

Staff requests authorization to pay \$500 to the Texas Department of Housing and Community Affairs ("TDHCA") due to an error.

The Corporation's consultant is a \$500 fee for each home buyer the Corporation is able to assist with two forgivable down-payment loans. The consultant's fee is paid at the closing when the home is purchased. Part of her job is to examine each closing statement (HUD-1) to make sure it is prepared in compliance with the Program guidelines.

Due to an oversight, the \$500 fee was paid by a seller contribution which is not permitted by the Program. Accordingly, the Corporation must pay TDHCA for the disallowed fee.

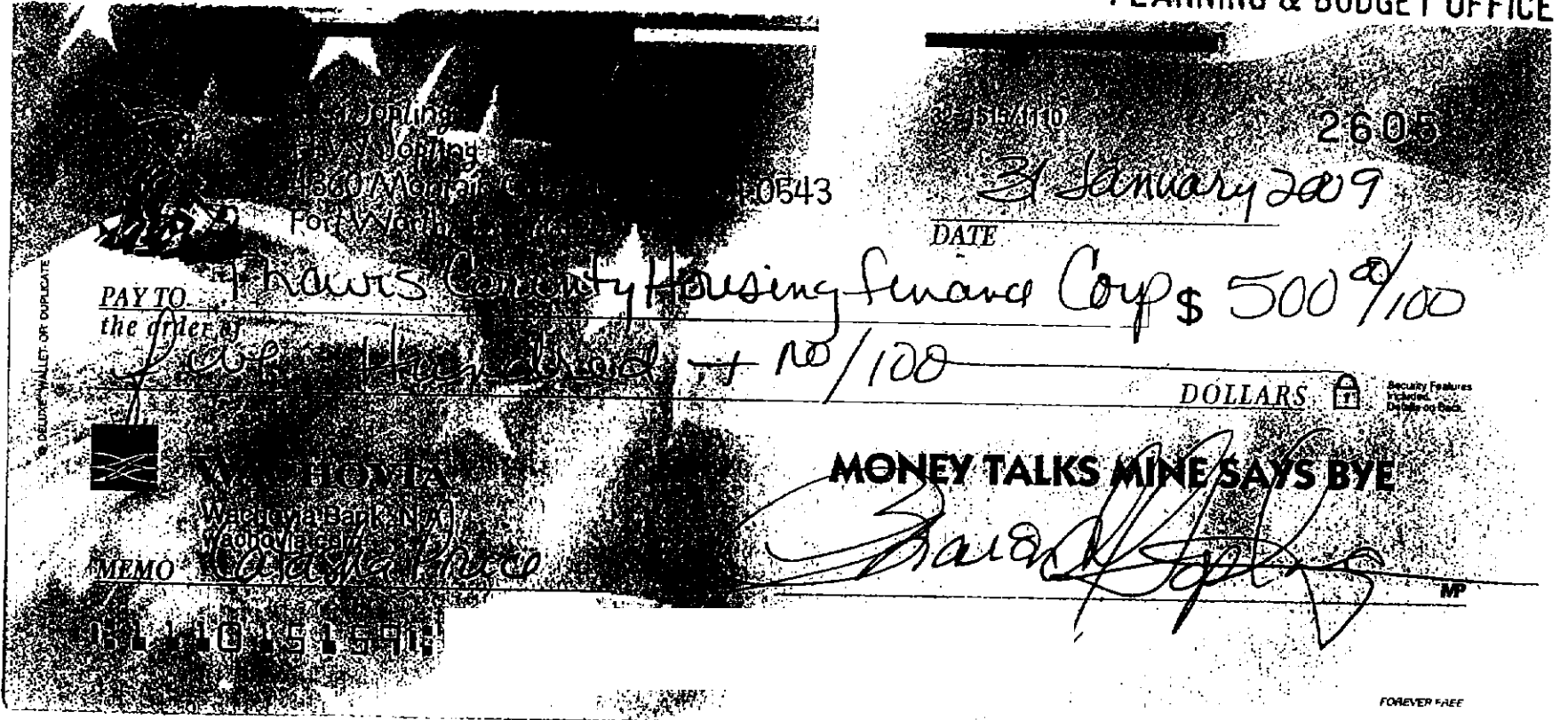
The consultant sent the Corporation a \$500 check since it was her mistake and so the Corporation will not incur a cost for this issue.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst

RECEIVED

09 JAN 36 AM 10:57

TRAVIS COUNTY
PLANNING & BUDGET OFFICE



2/5/09

31 January 2009

Harvey,

Enclosed please find a check made out to Travis County Housing Finance Corp for \$500.00.

This is for Latasha L Price consultant fees. The fees were paid for by the seller (see attached HUD 1).

TDHCA sent you a check for the \$7,500.00 on Ms. Price. They were only supposed to send you \$7,000.00 as they will not pay the soft costs if the seller pays the consultant fee.

Please send a check to TDHCA to the Attention of LeeAnn Chance for \$500.00. She will take care of everything after she receives it.

Thanks,



*LeeAnn is waiting for the check -
This is my error -*



A.
 U.S. DEPARTMENT
 OF HOUSING
 & URBAN DEVELOPMENT
**SETTLEMENT
 STATEMENT**

B. TYPE OF LOAN:
 1. FHA 2. FmHA 3. CONV IS. 4. VA 5. CONV. INS
 6. FILE NUMBER: 14668-08-00416 LOAN NUMBER: 0009063652
 8. MORTGAGE INS CASE NUMBER: 495-8103138-703
 C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:
 LATASHA L. PRICE
 1507 BRASERIDGE #B
 AUSTIN, TX 78723

E. NAME AND ADDRESS OF SELLER:
 Lennar Homes of Texas Sales & Marketing, Ltd.
 12301 Research-Bldg 4-Suite 100
 Austin, TX 78759

F. NAME AND ADDRESS OF LENDER:
 Universal American Mortgage Company, LLC
 15550 Lightwave Drive, #200
 Clearwater, FL 33760

G. PROPERTY LOCATION:
 6732 PLAINS CREST DRIVE
 DEL VALLE, TX 78617
 Travis County, Texas
 LOT 1, BLOCK L, PH B, SEC 2,
 STONEY RIDGE

H. SETTLEMENT AGENT: 58-2451020
 North American Title Company

I. SETTLEMENT DATE:
 November 26, 2008

DISBURSEMENT DATE:
 November 26, 2008

PLACE OF SETTLEMENT:
 12301 Research Blvd., Bldg. 4, Suite 120
 Austin, Texas 78759

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	132,490.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	2,164.14
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/MUD Taxes to	
107. County Taxes 11/26/08 to 01/01/09	80.88
108. School Taxes to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	134,735.02
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	500.00
202. Principal Amount of New Loan(s)	125,829.00
203. Existing loan(s) taken subject to	
204.	
205. TDHCA 2nd Lien Loan	7,500.00
206. TCHFC 3rd Lien Loan	825.00
207.	
208.	
209. Option Fee Credit	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/MUD Taxes to	
211. County Taxes to	
212. School Taxes to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	134,654.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	134,735.02
302. Less Amount Paid By/For Borrower (Line 220)	(134,654.00)
303. CASH (X FROM) (TO) BORROWER	81.02

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	132,490.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/MUD Taxes to	
407. County Taxes 11/26/08 to 01/01/09	80.88
408. School Taxes to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	132,570.88
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	15,040.57
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506. Deposit retained by seller	500.00
507.	
508.	
509. Option Fee Credit	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/MUD Taxes to	
511. County Taxes to	
512. School Taxes to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	15,540.57
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	132,570.88
602. Less Reductions Due Seller (Line 520)	(15,540.57)
603. CASH (X TO) (FROM) SELLER	117,030.31

NORTH AMERICAN TITLE
 hereby certifies that this is a true
 copy of the original signed as shown.
 By

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

Last Updated 2-13-09

700. TOTAL COMMISSION Based on Pr		\$	132,490.00 @ 3.0000 %	3,974.70		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
701. \$ to							
702. \$ 5,299.70 to KELLER WILLIAMS							
Note: Line 702 Includes Adjustment of 1,325.00 For BONUS							
703. Commission Paid at Settlement *See Below for "CDA" Disclosure Info							
704. to 5,299.70							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801. Loan Origination Fee % to Universal American Mortgage Company							
802. Loan Discount 1.3800 % to Universal American Mortgage Company							
803. Appraisal Fee to Universal American Mortgage Company 1,730.15							
804. Credit Report to Credco							
805. Lender's Inspection Fee to							
806. Mortgage Ins. App. Fee to							
807. Assumption Fee to							
808. Processing Fee to Universal American Mortgage Company							
809. Underwriting Fee to Universal American Mortgage Company 350.00							
810. Tax Service Fee to Transamerica Tax 300.00							
811. Courier Fee to Universal American Mortgage Company 73.00							
812. Funding Fee to Universal American Mortgage Company 50.00							
813. Application Fee to Universal American Mortgage Company 115.00							
814. Flood Determination to First American Flood 450.00							
815. Flood Certification to First American Flood 7.00							
816. Review/Approval/Doc Prep to CJS Jopling 5.00							
817. Final Inspection & Verification to CJS Jopling 400.00							
818. 100.00							
819.							
820.							
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901. Interest From 11/26/08 to 12/01/08 @ \$ 18.098330/day (5 days %)							
902. MIP Tollns. for LifeOfLoan for 360 months to Universal American Mortgage 90.49							
903. Hazard Insurance Premium for 1.0 years to AMERICAN STRATEGIC INS. CORP 2,164.14							
904. Q2693567 391.00							
905.							
1000. RESERVES DEPOSITED WITH LENDER							
1001. Hazard Insurance 3 000 months @ \$ 32.58 per month							
1002. Mortgage Insurance months @ \$ 51.20 per month 97.74							
1003. City/MUD Taxes months @ \$ per month							
1004. County Taxes 2,000 months @ \$ 289.78 per month							
1005. School Taxes months @ \$ per month 579.56							
1006. months @ \$ per month							
1007. months @ \$ per month							
1008. Aggregate Adjustment months @ \$ per month -32.58							
1100. TITLE CHARGES							
1101. Settlement or Closing Fee to							
1102. Abstract or Title Search to							
1103. Title Examination to							
1104. Title Insurance Binder to							
1105. Document Preparation to Gregg & Valby 100.00							
1106. Notary Fees to							
1107. Attorney's Fees to Ridge Williams, P.C. 50.00							
(includes above item numbers)							
1108. Title Insurance to North American Title Company 1,116.00							
(includes above item numbers)							
1109. Lender's Coverage \$ 125,829.00 100.00							
1110. Owner's Coverage \$ 132,490.00 1,016.00							
1111. Endorsements to North American Title Company							
1112. State of Texas Policy Gty Fee to NATCO-State of Texas Gty Fee 124.05							
1113. Tax Information Report to Texas Real Tax/NATC 10.00							
1114. Courier/Overnight Delivery Fee to Corp Courier/Fed Ex/POC by NAT 27.06							
1115. Document Download Fee to North American Title Company 30.00							
1116. Escrow Fee to North American Title Company 30.00							
1117. Premium Split 400.00							
1118. Additional Policy Premiums to North American Title Company 50.80							
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording Fees: Deed \$ 40.00; Mortgage \$ 56.00; Releases \$ Filing Fees 96.00							
1202. City/County Tax/Stamps. Deed Mortgage							
1203. State Tax/Stamps: Deed Mortgage							
1204. Other Recording Fees to North American Title Company WARRANTY DEED 20.00							
1205. Other Recording Fees. North American Title Company							
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey to Bryson Surveying 375.00							
1302. Pest Inspection to							
1303. HOA Dues PD THRU 12/08 to Vistas of Stoney Ridge Community, HOA, Inc. 14.75 150.00							
1304. Home Warranty 2/10 Homebuyer							
1305. See add'l disb. exhibit to 2,455.60							
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							
2,164.14 15,040.57							

* The persons, firms, or corporations who received a portion of the real estate commission amount as shown on lines 701-704 above, if any, are listed below or, if necessary, on the attached HUD-1 Addendum
 701 CDA Disclosure
 702 CDA Disclosure Pamela Johnson
 Other: CDA Disclosure
 WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

ADDITIONAL DISBURSEMENTS EXHIBIT

Borrower: LATASHA L. PRICE
Seller: Lennar Homes of Texas Sales & Marketing, Ltd.
Lender: Universal American Mortgage Company, LLC
Settlement Agent: North American Title Company
 (512)249-0576
Place of Settlement: 12301 Research Blvd., Bldg. 4, Suite 120
 Austin, Texas 78759
Settlement Date: November 26, 2008
Property Location: 6732 PLAINS CREST DRIVE
 DEL VALLE, TX 78617
 Travis County, Texas
 LOT 1, BLOCK L, PH B, SEC 2,
 STONEY RIDGE

PAYEE/DESCRIPTION	NOTE/REF NO	BORROWER	SELLER
ProfCam 1, Inc. HOA TRANSFER FEE			100.00
ProfCam 1, Inc. HOA SOA			200.00
TRAVIS COUNTY TAX ASSESSOR COLLECTOR 2008 COUNTY TAXES	823523		822.31
Universal American Mortgage Company MCC ISSUANCE FEE			1,258.29
Universal American Mortgage Company HOA COMMITMENT FEE			75.00
Total Additional Disbursements shown on Line 1305		\$ 0.00	\$ 2,455.60

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

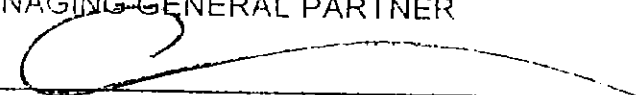
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Seller: Lennar Homes of Texas Sales & Marketing, Ltd.
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 (512)249-0576
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 Austin, Texas 78759
Settlement Date: November 26, 2008
Property Location: 6732 PLAINS CREST DRIVE
 DEL VALLE, TX 78617
 Travis County, Texas
 LOT 1, BLOCK L, PH B, SEC 2,
 STONEY RIDGE

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



 LATASHA L. PRICE

LENNAR HOMES OF TEXAS SALES AND MARKETING, LTD.

BY: LENNAR TEXAS HOLDING COMPANY, MANAGING GENERAL PARTNER

BY: 
 Cheryl Lehman, Authorized Agent

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


 North American Title Company
 Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 17, 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 prepare a grant application for funding from the Texas Department of Housing and Community Affairs for a 2009/2010 Home-buyer 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.

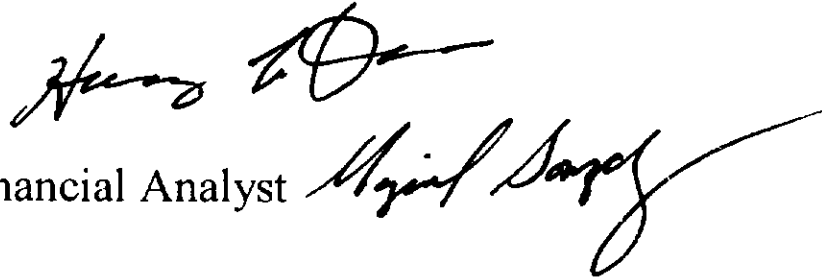
- Planning and Budget Office (473-9106)
Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant
- Human Resources Department (473-9165)
A change in your department's personnel (reclassifications, etc)
- Purchasing Office (473-9700)
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.

RECEIVED
COUNTY JUDGE'S OFFICE
FEB 16 2009

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: February 17, 2009
TO: Board of Directors
FROM: Harvey L. Davis, Manager
Miguel Gonzalez, Senior Financial Analyst
SUBJECT: 2009-2010 Homebuyer Assistance Program



Summary and Background Information:

The purpose of this agenda item is to request Board approval to proceed with the preparation of a \$300,000 grant application for the 2009/2010 Homebuyer Assistance (“HBA”) Program.

The grant application is due on April 30, 2009. Miguel Gonzalez and Harvey Davis will be primarily responsible for the preparation of the grant application. If the grant funds are awarded, the program may begin in June or July 2009.

The assistance will be made available in the form of 30 deferred, five (5) year forgivable loans. The loans will be non-interest bearing. Each homebuyer will execute a \$10,000 loan from TDHCA.

This additional grant application is necessary due to strong demand for our current Homebuyer Assistance Program which is almost out of funds. Only six of forty loans remain available. The current program has only been active for 6 months.

Budget Analysis Attached

Attached is a basic outline of the proposed new program, including a sources and uses of funds.

Consultant

Staff will review the benefits of conducting the home buyer application process in-house. The Corporation has hired CJ Jopling for several grant cycles to be the consultant. She has done an excellent job. We wish to investigate hiring Travis County to be the consultant with Mike Gonzalez taking the lead and HHS providing the required inspections. When the application is ready, staff will make a recommendation on whether to hire CJ or Travis County.

Match

The grant requires at least a 5% Match – or \$15,000 by the Corporation.

The match is not included in the FY09 budget, if the Corporation is successful in obtaining the grant, we recommend the funds come out of the Corporation's Allocated Reserves (the balance is \$211,175.30).

Survey

The grant application requires completion of a survey of potential homebuyers in order to assess community needs. I request the Board allow us to solicit respondents from Travis County employees via an e-mail Public Announcement. I plan to solicit Foundations Communities to locate potential homebuyers as they were very helpful in securing surveys for the prior grant application.

Homebuyer Education

All homebuyers will be required to complete an eight (8) hour homebuyer education course. Consumer Credit Counseling (CCC) has given the course for several grant cycles. CCC has done an excellent job. I request permission to negotiate a one-time, up front fee to be paid CCC to provide the courses. For example, if the Corporation obtains a grant for 30 homebuyers, the Corporation would pay CCC \$2,250 (\$75 per homebuyer). CCC would understand that if the program fully originates, they would educate more than 30 families since some families taking the course will not be able to purchase a home. Conversely, the Corporation would understand that if the program does not fully originate, less than 40 families will be educated for the \$2,250 fee. The rationale for paying CCC a flat fee is that it eliminates the administrative costs of process checks from homebuyers and to CCC.

cc: Leroy Nellis, Budget Manager, Planning and Budget
Cliff Blount, Esq.
Mary Mayes, Assistant Manager

**Travis County Housing Finance Corporation
2008/2009 Homebuyer Assistance ("HBA") Program**

Sources of the Funds for HBA Program

Texas Department of Housing and Community Affairs ("TDHCA") Grant	\$ 300,000
Match Funds from Travis County Housing Finance Corporation ("TCHFC")	15,000
Grant Administrative Fee (4% of the Grant)	12,000
	<hr/>
	\$ 327,000
	<hr/> <hr/>

Total Sources of Funds for HBA Program

Uses of Funds for Program

	<u># of homebuyers</u>	<u>Amt per homebuyer</u>	
Forgivable Loans (net of soft costs)	30	\$	294,750
Administrative Hard Costs (including the inspections)	30	\$	12,750
Administrative Soft Costs	30	\$	5,250
Homebuyer Education	30	\$	2,250
Administrative reimbursements (paid to TCHFC by the grant)			12,000
			<hr/>
			\$ 327,000
			<hr/> <hr/>

Total Uses of Funds for HBA Program