



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 2/19/09

Voting Session: Tuesday, February 24, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PORTABLE TOILETS RENTAL AND SERVICING, IFB B090088-DR, TO THE LOW BIDDER, HOWSE BROTHERS SANITATION SERVICES DBA UNITED SITE SERVICES. (TNR)

Points of Contact:

Purchasing: Donald Rollack

Department: Christina Jensen, 854-9383; Joseph Gieselman, Executive Manager, TNR, 854-9383

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract will provide portable toilets for use in Travis County parks and work sites.

IFB B060115-DR was issued January 5, 2009 through Bidsync. Purchasing received three bids.

The department recommends contract award to the low bidder, Howse Brothers Sanitation Services dba United Site Services.

- **Contract Expenditures:** Within the last 10 months \$32,540.95 has been spent against this requirement.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated Quantity-as need requirements

Contract Type: Annual

Contract Period: April 25, 2009 through April 24, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 8

Responses Received: 3

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ *Purchase Requisition in HTE
- ☒ *Funding Account(s) 001-4945-631-6104 and 099-4941-621-6104
- ☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Fund Forms: Verified _____ Not Verified _____ by Auditor.

* At least one of these must be included

➤

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

CVG:DR:dr

RECEIVED
TRAVIS COUNTY

2009 FEB 10 PM 3:05



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

PURCHASING
OFFICE

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

February 6, 2009

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Joseph
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Bid, IFB# **B090088DR**
Portable Toilet Rental and Servicing

TNR has reviewed the above referenced bids and recommends award to the low responsive bidder, Howse Brothers Sanitation Services dba United Site Services.

The commodity/sub-commodity code for this contract is 977/073. The primary budget lines are 001-4945-631-6104 and 099-4941-621-6104.

If you need additional information, please contact Christina Jensen at 854-7670.

SJ CJ:JPG:cj
Contract File

TRAVIS COUNTY

2/11/09
10:50:21

Account Balance Inquiry

Account number . . . : 1-4945-631.61-04
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 63 COMM-ECON DEV (PKS & REC)
Sub activity : 1 PITD (PARKS)
Element : 61 RENT
Object : 04 RENT-OTHER MACH & EQUIP

Original budget	34,500	
Revised budget	42,294	10/01/2008
Actual expenditures - current . . .	2,250.70	
Actual expenditures - ytd	11,080.57	
Unposted expenditures00	
Encumbered amount	10,951.00	
Unposted encumbrances00	
Pre-encumbrance amount00	
Total expenditures & encumbrances:	24,282.27	57.4%
Unencumbered balance	18,011.73	42.6

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

TRAVIS COUNTY

2/11/09
10:51:59

Account Balance Inquiry

Account number . . . : 99-4941-621.61-04
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 61 RENT
Object : 04 RENT-OTHER MACH & EQUIP

Original budget	40,000	
Revised budget	42,182	10/01/2008
Actual expenditures - current	804.25	
Actual expenditures - ytd	2,963.60	
Unposted expenditures00	
Encumbered amount	4,051.08	
Unposted encumbrances00	
Pre-encumbrance amount00	
Total expenditures & encumbrances:	7,818.93	18.5%
Unencumbered balance	34,363.07	81.5

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

McEachen Enterprises		First Offer - \$70.00	15 / each	\$1,050.00	whenever possible.
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

Howse Brothers Sanitation Services, Inc dba United Site Services		\$3,285.50 (6/6 items)
Bid Contact Keith Pair keith.pair@unitedsiteservices.com Ph 817-477-5200	Address 550 5th Ave. Mansfield, TX 76063	
Agency Notes:		Supplier Notes:
Crenshaw Services, L.L.C.		\$4,095.00 (6/6 items)
Bid Contact Paula-Sherie Allen paulasherie@hotmail.com Ph 512-762-3209 Fax 512-892-3778	Address PO Box 685018 Austin, TX 78768	
Bid Notes Crenshaw Services, LLC is excited about the opportunity to work with Travis County to serve Austin and surrounding communities with environemtnally conscious products and services.		
Agency Notes:		Supplier Notes: Crenshaw Services, LLC is excited about the opportunity to work with Travis County to serve Austin and surrounding communities with environemtnally conscious products and services.
McEachen Enterprises		\$4,898.00 (6/6 items)
Bid Contact Ray McEachen Ph 512-244-6300 Fax 512-244-9015	Address dba Superior Septic/Clean Can 8 Indian Meadows Dr Round Rock, TX 78665	
Agency Notes:		Supplier Notes:

Close

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

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Customer Support - agencysupport@bidsync.com or 801-765-9245

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TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

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

3

Approved by: _____

Cyd V. Grimes 2/19/09

Voting Session: Tuesday, February 24, 2009

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 9) TO CONTRACT 01T0069-OJ, FORTE INC., FOR MEDICAL AUDIT SERVICES. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD Bill Paterson, 854-9560, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

County Attorney (when applicable): Barbara Wilson, 854-9547

County Planning And Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract provides Medical Audit Services for HRMD. Commissioners Court approved the award of this contract on February 27, 2001. On February 8, 2005, the Commissioners Court approved an Exemption Order exempting this contract from the competitive bidding requirements of the County Purchasing Act as a professional service.

This modification will extend the contract period for an additional twelve (12) months, through March 1, 2010, and will increase the contract amount by \$7,960.60, from \$198,539.40 (estimated) to \$206,500 (estimated). The renewal option is permitted pursuant to Paragraph 2.0 entitled "Term of Contract and Options to Extend".

Modification No. 8 was previously issued to change the contractor's name from Forte Managed Care, to Forte, Inc. It was approved by the Purchasing Agent on July 18, 2008.

Modification No. 7 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2009. It was approved by the Purchasing Agent on February 13, 2008.

Modification No. 6 was previously issued to extend the contract period for an additional

twelve (12) months, through March 1, 2008. It was approved by the Purchasing Agent on February 20, 2007.

Modification No. 5 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2007. It was approved by the Commissioners Court on February 14, 2006.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2006. It was approved by the Commissioners Court on February 22, 2005.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2005. It was approved by the Commissioners Court on February 10 2004.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2004. It was approved by the Commissioners Court on February 18, 2003.

Modification No. 1 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2003. It was approved by the Commissioners Court on February 12, 2002.

➤ **Contract Expenditures:** Within the last 12 months \$238,071.76 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: Estimated

Modification Type: Annual Contract

Modification Period: March 1, 2009 through March 1, 2010

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: (Requisition #463714 is for 7 months-FY '09)

☒ Funding Account(s): 525-1140-522-4505 (PPO fees); 525-1140-522-4704 (Mediation Workers Comp)

☒ Comments: Purchase Orders are issued monthly by HRMD.

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



Human Resources Management Department

1010 Lavaca St. 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-9757

February 3, 2009

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk & Benefits Manager, HRMD *DM*
William Paterson, Senior Risk/Safety Specialist

Re; Contract No. 01T0069-OJ
Medical Audit Services
Forte Managed Care

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate a modification of their contract for the next contract period. The attached quote is for an initial 1 year period with three additional option periods with the pricing for both Case Management Services and Medical Bill Review services for each of the four periods.

Contract No. 01T0069-OJ is funded from line item 525-1140-522-4704.

If you have any questions please call me at X49650.

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

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OFFICE



**Travis County
Pricing Schedule
Effective 3/1/09**

Case Management Services

	Annual Fee	Monthly Fee	Per Case Fee for Cases in excess of 400 per year
Year 1	\$206,500	\$17208	\$516
Year 2	\$212,695	\$17725	\$531
Year 3	\$219,075	\$18256	\$547
Year 4	\$225,648	\$18804	\$564

Medical Bill Review

	Per Bill Fee	PPO Savings %
Year 1	\$8.71	30%
Year 2	\$8.98	30%
Year 3	\$9.25	30%
Year 4	\$9.52	30%

PURCHASE REQUISITION NBR: 0000463714

STATUS: AUDITOR APPROVAL
REASON: CONTRACT RENEWAL ESTIMATE 01T0069-OJ
SUGGESTED VENDOR: 53090 FORTE INC

DATE: 2/12/09
DELIVER BY DATE: 3/31/09

REQUISITION BY: MARGIE SOLANO 854-9239
SHIP TO LOCATION: HUMAN RESOURCES MGT.
LINE NBR DESCRIPTION
1 PPO FEES
BILL REVIEW
ESTIMATE FOR MARCH - SEPTEMBER 2009
COMMODITY: MISCELLANEOUS SERVICES
SUBCOMMOD: INS/LOSS/CLAIM/WORKERS CM

2 MEDIATION WORKERS COMP RISK MGMT ONLY EFFECT.3/09
COMMODITY: MISC. PROFESSIONAL SVCS
SUBCOMMOD: MEDIATION WORKERS COMPEN

QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-----	-----------	-------------	--------------------

28000.00	DOL	1.0000	28000.00	
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7.00	MO	17208.0000	120456.00	
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REQUISITION TOTAL: 148456.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224505	LOSS & CLAIMS EXPENSES	100.00	28000.00
2	52511405224704	WORKERS' COMPENSATION	100.00	120456.00
		LOSS ADJUSTMENT EXPENSES		
		WORKERS' COMPENSATION		148456.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: 01T0069-OJ, MEDICAL AUDIT SERVICES

PAGE 1 OF 4 PAGE

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <u>Oralia Jones</u> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 4, 2009
ISSUED TO: Forte Inc. Attn: Mr. Mark McCarthy P.O. Box 182364 Columbus, Ohio 43218-2364	MODIFICATION NO.: 9	EXECUTED DATE OF ORIGINAL CONTRACT: February 27, 2001
ORIGINAL CONTRACT TERM DATES: <u>March 1, 2001 through March 1, 2002</u> CURRENT CONTRACT TERM DATES: <u>March 1, 2009 through March 1, 2010</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 150,000.00 Current Modified Amount \$206,500.00 (Estimated)

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

Recitals

County Commissioners Court has reviewed the services provided under this contract and found that the services are professional services. On February 8, 2005, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services.

Agreement

Upon execution of this modification, the contract as previously amended, is modified effective March 1, 2009, as provided on this page and in the attached description of changes.

1.0 Section 2.04 in 2.0 **TERM OF CONTRACT AND OPTIONS TO EXTEND** is deleted and the following sections are inserted in its place:

2.04 After March 1, 2005, County has the additional option to extend the medical audit services for workers compensation claims for seven (7) additional one (1) year periods and three (3) additional one month periods, provided all terms and conditions related to these services remain unchanged and in full force and effect except for the contract period being extended and rate changes made in compliance with 12.042, 12.043, 12.044, 12.045, 12.046, 12.047, 12.048, 12.062, 12.063, 12.064, 12.065, 12.066, 12.067, 12.068, and 12.071.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: <u>Forte, Inc.</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Mark McCarthy</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>General Counsel / Secy</u> ITS DULY AUTHORIZED AGENT	DATE: <u>2-10-09</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>2/19/09</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

2.0 The following sections are added to **12.0 COMPENSATION FOR MEDICAL AUDIT SERVICES** and inserted between 12.044 and 12.05:

12.045 Rate Increase for Telephonic Case Management: Fourth Option Under 2.04: If the fourth annual option under 2.04 is exercised by County, as consideration for the telephonic case management services to be provided by Medical Auditor under the fourth option exercised under 2.04 of this Contract, County shall pay Medical Auditor the total of \$206,500 for the first four hundred (400) claims occurring in the fourth option period exercised under 2.04 of this Contract based on date of injury in twelve equal monthly installments at the end of each month commencing March 31, 2009. For each claim after the first four hundred occurring in the fourth option period exercised under 2.04 of this Contract, County shall pay Medical Auditor the fee of \$516 within 30 days of receipt of an invoice in compliance with 13.0. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Forté Managed Care.

12.046 Rate Increase for Telephonic Case Management: Fifth Option Under 2.04: If the fifth annual option under 2.04 is exercised by County, as consideration for the telephonic case management services to be provided by Medical Auditor under the fifth option exercised under 2.04 of this Contract, County shall pay Medical Auditor the total of \$212,695 for the first four hundred (400) claims occurring in the fifth option period exercised under 2.04 of this Contract based on date of injury in twelve equal monthly installments at the end of each month commencing March 31, 2010. For each claim after the first four hundred occurring in the fifth option period exercised under 2.04 of this Contract, County shall pay Medical Auditor the fee of \$531 within 30 days of receipt of an invoice in compliance with 13.0. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Forté Managed Care.

12.047 Rate Increase for Telephonic Case Management: Sixth Option Under 2.04 If the sixth annual option under 2.04 is exercised by County, as consideration for the telephonic case management services to be provided by Medical Auditor under the sixth option exercised under 2.04 of this Contract, County shall pay Medical Auditor the total of \$219,075 for the first four hundred (400) claims from the sixth option period exercised under 2.04 of this Contract based on date of injury in twelve equal monthly installments at the end of each month commencing March 31, 2011. For each claim after the first four hundred occurring in the sixth option period exercised under 2.04 of this Contract, County shall pay Medical Auditor the fee of \$547 within 30 days of receipt of an invoice in compliance with 13.0. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Forté Managed Care.

12.048 Rate Increase for Telephonic Case Management: Seventh Option Under 2.04 If the seventh annual option under 2.02 is exercised by County, as consideration for the telephonic case management services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the total of \$225,648 for the first four hundred (400) claims occurring in the seventh option period exercised under 2.04 of this Contract based on date of injury in twelve equal monthly installments at the end of each month commencing March 31, 2012. For each claim after the first four hundred occurring in the seventh option period under the Contract, County shall pay Medical Auditor the fee of \$564 within 30 days of receipt of an invoice in compliance with 13.0. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Forté Managed Care.

3.0 The following sections are added to **12.0 COMPENSATION FOR MEDICAL AUDIT SERVICES** and inserted between 12.064 and 12.07:

12.065 Rate Increase for Medical Bill Review: Fourth Option Under 2.04 If the first annual option under 2.04 is exercised by County, as consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the fee of \$8.71 for each medical bill reviewed during the fourth option period exercised under 2.04 of the Contract within 30 days of receipt of an invoice in compliance with 13.0. The maximum payable for medical bill review for the fourth option period exercised under 2.04 of this contract is \$40,560.

12.066 Rate Increase for Medical Bill Review: Fifth Option Under 2.04 If the fifth annual option under 2.04 is exercised by County, as consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the fee of \$8.98 for each medical bill reviewed during the first option period exercised under 2.04 of the Contract within 30 days of receipt of an invoice in compliance with 13.0. The maximum payable for medical bill review for the first option period exercised under 2.04 of this contract is \$41,776.80.

12.067 Rate Increase for Medical Bill Review: Sixth Option Under 2.04 If the sixth annual option under 2.04 is exercised by County, as consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the fee of \$9.25 for each medical bill reviewed during the sixth option period exercised under 2.04 of the Contract within 30 days of receipt of an invoice in compliance with 13.0. The maximum payable for medical bill review for the second option period exercised under 2.04 of the Contract is \$43,030.10.

12.068 Rate Increase for Medical Bill Review: Seventh Option Under 2.04 If the seventh annual option under 2.04 is exercised by County, as consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the fee of \$9.52 for each medical bill reviewed during the seventh option period exercised under 2.04 of this Contract within 30 days of receipt of an invoice in compliance with 13.0. The maximum payable for medical bill review for the seventh option period exercised under 2.04 under this contract is \$44,321.01.

5.0 By this modification, Travis County exercises its fourth annual option under subsection 2.04 to extend the contract between Travis County, Texas, ("County") and Forte Managed Care, Inc., a Texas corporation ("Medical Auditor") for one (1) additional year which ends at 12:01 A.M. Central Standard Time on March 1, 2010. This contract is for the medical audit services for workers compensation claims without the claims administration services provided, and all terms and conditions related to these services remain unchanged and in full force and effect except for the end of the contract period and the application of the rates for the third option period under subsection 2.04 that are stated in 12.045 and 12.065 and 12.071.



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 2/19/09

Voting Session: Tuesday, February 24, 2009

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 9) TO CONTRACT NO. 01T0068-OJ, SEDGWICK CLAIM MANAGEMENT SERVICES, INC., FOR THE THIRD PARTY ADMINISTRATION FOR COUNTY'S SELF FUNDED PROGRAMS FOR WORKERS COMPENSATION AND AUTO LIABILITY. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD Bill Paterson, 854-9560, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director; Alicia Perez, Executive Manager, 854-9342

County Attorney (when applicable): Barbara Wilson, 854-9567

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract provides Third Party Administration Services for HRMD. Commissioners Court approved the award of this contract on February 27, 2001. On February 8, 2005, the Commissioners Court approved an Exemption Order exempting this contract from the competitive bidding requirements of the County Purchasing Act as a professional service.

This modification will extend the contract period for an additional twelve (12) months, through March 1, 2010, and, will increase the contract amount by \$9,720, from \$243,000 (estimated) to \$252,720 (estimated). The renewal option is permitted pursuant to Paragraph 2.0 entitled "Term of Contract and Options to Extend".

Modification No. 8 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2009, and, to approve an Assignment of Contract from CMI Barron Risk Management Services, Inc. to Sedgwick Claim Management Services, Inc. It was approved by the Commissioners Court on February 26, 2008.

Modification No. 7 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2008. It was approved by the Commissioners

Court on February 27, 2007.

Modification No. 6 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2007. It was approved by the Commissioners Court on February 22, 2006.

Modification No. 5 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2006. It was approved by the Commissioners Court on February 22, 2005.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2005. It was approved by the Commissioners Court on February 10, 2004.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2004. It was approved by the Commissioners Court on February 4, 2003.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2003. It was approved by the Commissioners Court on February 12, 2002.

Modification No. 1 was previously issued to correct the reimbursement rate of the third contract option period. It was approved by the Commissioners Court on April 24, 2001.

➤ **Contract Expenditures:** Within the last 12 months \$1,243,013.55 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: Estimated

Modification Type: Annual Contract

Modification Period: March 1, 2009 through March 1, 2010

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: (Requisition #463721 is for 7 months-FY '09)

☒ Funding Account(s): 525-1140-522-4702 (Auto Liability), 525-1140-522-4703 (General Liability), 525-1140-522-4704 (Workers' Compensation), 525-1140-522-4706 (Internal Property)

☒ Comments: Purchase Orders are issued monthly by HRMD.

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



Human Resources Management Department

1010 Lavaca St. 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-9757

February 3, 2009

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk Manager, HRMD *Dan*
William Paterson, Senior Risk/Safety Specialist

Re; Contract No. 01T0068-OJ
Third Party Administration
Sedgwick CMS

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate the extension of their contract to the next option period for services under Workers Compensation and Auto Liability only. Services under General Liability and Property are for data entry and file storage.

Break Out of Costs

Workers Compensation	\$168,480
Auto Liability	\$ 78,619
GL	\$ 2,808
Property	\$ 2,813

Contract No. 01T0068-OJ is funded from line items
525-1140-522-4704 (Workers Compensation)
525-1140-522-4702 (Auto Liability)

If you have any questions please call me at X49650.

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

RECEIVED
TRAVIS COUNTY
2009 FEB - 3 PM 2:32
PURCHASING
OFFICE



Sedgwick CMS

Sedgwick Claims Management Services, Inc.

8445 Executive Center Drive, Suite 201, Austin, Texas 78731

Telephone 512 502-8595 888 702-8595 Facsimile 512 602-0469

January 19, 2009

Mr. Dan Mansour
Travis County Risk Manager
P.O. Box 1748
Austin, TX 78767

RE: Contract Renewal Pricing 03/01/2009 thru 02/28/2010

Dear Dan,

Sedgwick CMS is please to continue our partnership with Travis County and would like to present the following pricing for the upcoming year for Third Party Administrative Services for Travis County.

Workers' Compensation ...	\$168,480
Auto Liability.....	\$ 78,619
General Liability	\$ 2,808
Property	<u>\$ 2,813</u>
Total annual fee	\$252,720

Allocated expense pricing remains the same for this contract year.

If this is acceptable to you, forward the completed Travis County Modification of Contract form to me and I will forward to our legal Department for review and signature and return to your purchasing department.

Please do not hesitate to contact me with any questions.

Sincerely,

Ron McClendon
Operations Manager
Austin, TX

PURCHASE REQUISITION NBR: 0000463721
 STATUS: AUDITOR APPROVAL
 REASON: CONTRACT RENEWAL 01T0068-OJ
 DATE: 2/12/09
 SUGGESTED VENDOR: 70961 SEDGWICK CLAIMS MANAGEMENT SER
 DELIVER BY DATE: 3/01/09
 REQUISITION BY: MARGIE SOLANO 854 9239
 SHIP TO LOCATION: HUMAN RESOURCES MGT.

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	TPA MEDIATION AUTO LIABRISK MGMT ONLY COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIATION: AUTO LIABILITY	7.00	MO	6551.5800	45861.06	
2	MEDIATION - GEN LIABILITYRISK MGMT ONLY COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIATION: GEN LIABILITY	7.00	MO	234.0000	1638.00	
3	MEDIATION WORKERS COMPEN-RISK MGMT 3/08 3/09 COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIATION WORKERS COMPEN	7.00	MO	1404.0000	9828.00	
4	MEDIATION INTERNAL CLAIMSLOSS ADJUSTMT COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIA.INTL CLAIM LOSS ADJ	7.00	MO	234.4200	1640.94	

REQUISITION TOTAL: 58968.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224702	LOSS ADJUSTMENT EXPENSES AUTO LIABILITY	100.00	45861.06
2	52511405224703	LOSS ADJUSTMENT EXPENSES GENERAL LIABILITY	100.00	1638.00
3	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	9828.00
4	52511405224706	LOSS ADJUSTMENT EXPENSES INTERNAL PROPERTY	100.00	1640.94
				58968.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: 01T0068-OJ, THIRD PARTY ADMINISTRATION

PAGE 1 OF 4 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 4, 2009
ISSUED TO: Sedgwick Claims Management Services, Inc. Attn: Mr. Ron McClendon 1100 Ridgeway Loop Road Memphis, TN 38120	MODIFICATION NO.: 9	EXECUTED DATE OF ORIGINAL CONTRACT: February 27, 2001
ORIGINAL CONTRACT TERM DATES: <u>March 1, 2001 through March 1, 2002</u> CURRENT CONTRACT TERM DATES: <u>March 1, 2009 through March 1, 2010</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 232,000.00 Current Modified Amount \$ 252,720.00 (Estimated).

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

Recitals

County Commissioners Court reviewed the services provided under this contract and found that the services are professional services. On February 8, 2005, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services.

Agreement

Upon execution of this modification, the contract as previously amended is modified effective March 1, 2009, as provided on this page and in the attached description of changes.

1.0 The following Section 2.082 is added to **2.0 TERM OF CONTRACT AND OPTIONS TO EXTEND** at the end of Section 2.082:

2.082 By this modification, Travis County, Texas ("County") and Sedgwick Claims Management Services, Inc., an Illinois Corporation ("TPA") extend this contract for one (1) additional year which ends at 12:01 A.M. Central Standard Time on March 1, 2010. This contract is for the claims administration services for workers compensation claims without the medical audit services provided, for automobile liability claims administration services without appraisal services, for maintaining the TPA System as described in Modification 5 and entering all claims for workers compensation, automobile liability, general liability and property loss in the TPA System including system claim creation, reserve and payment history and providing special assistance upon request with specific general liability and property loss claims. Except as provided in this modification

Note to Vendor:

[XX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

Sedgwick Claims Management Services, Inc.

BY: *Jeff Glatstein*
SIGNATURE
Printed Name: Jeff Glatstein
Title: Corp. Counsel
ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE:
2/11/09

TRAVIS COUNTY, TEXAS
BY: _____
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS
BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

9 and in modifications 5 and 7, all terms and conditions related to these services remain unchanged and in full force and effect except for the end of the contract period and the application of the rate changes made in compliance with 13.0242, 13.0432, 13.0442, 13.0632, 13.0832, 13.0842, 13.1112, and 13.1422.

2.0 The following Section 13.0242 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0241

13.242 Rate and County Service Obligation for Workers' Compensation Options Under 2.082. County shall act as the Commission representative and deliver the necessary forms provided by TPA for filing with TWCC and pick up any papers provided by TWCC for delivery to TPA on a daily basis. As consideration for the workers' compensation claims administration services to be provided by TPA under 2.082 of this Contract, County shall pay TPA the total of \$168,480.00 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2009. The annual fee for workers' compensation claims administration includes all adjusting and third party administration services for workers' compensation for up to 450 new claims, including indemnity claims, medical only claims and record only claims under 2.082. For each new claim after the first four hundred and fifty occurring under 2.082, County shall pay TPA the fee of \$200.00 within 30 days of receipt of an invoice in compliance with 14.0 The maximum amount payable for per claim fees for claims in excess of 450 new claims shall not exceed \$10,000 under 2.082 unless this contract is amended. There is no additional charge for handling current run-off claims. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Sedgwick Claims Management Services, Inc. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

3.0 The following Section 13.0432 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0431:

13.0432 Rate for Maintaining General Liability Claims in RMIS Under 2.082. As consideration for TPA treating all the general liability claims as Incident Report Only claims and entering them in the TPA System under 2.082 of this Contract, County shall pay TPA the total of \$2,808 for claims occurring during the life of the Contract in twelve equal monthly installments at the end of each month commencing March 31, 2009. No additional TPA System fees are applicable for standard reports and transmissions outlined in this contract.

4.0 The following Section 13.0442 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0441.

13.0442 Time and Expense Reimbursement Expenses Under 2.082 If County requests assistance beyond Incident Report Only services for any general liability claims

during the period under 2.082, TPA shall invoice County directly for all time and expense reimbursement expenses incurred as a result of that request. During the period described in 2.082, County shall reimburse TPA at the hourly rate of \$82.50 for time required in providing the following requested services in addition to the direct cost incurred by TPA to provide these services in an annual amount not to exceed \$5,000.00 unless this contract is amended.

Expense to obtain copies of public records
Outside investigations
Excess Carrier Reports and notification

5.0 The following Section 13.0632 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0631:

13.0632 Automobile Liability Claims Administration Fees Under 2.082. As consideration for the automobile liability claims administration services to be provided by TPA under 2.082 of this Contract, County shall pay TPA the total of \$78,619.00 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2009. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

6.0 The following Section 13.0832 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0831:

13.0832 Rate for Maintaining Property Loss Claims in RMIS Under 2.082. As consideration for TPA treating all property loss claims as Incident Report Only claims and entering them in the TPA System under 2.082 of this Contract, County shall pay TPA the total of \$2,813 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2009. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

7.0 The following Section 13.0842 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0841:

13.0842 Time and Expense Reimbursement Expenses Under 2.082 If County requests assistance beyond Incident Report Only services for any property loss claims during the period under 2.082, TPA shall invoice County directly for all time and expense reimbursement expenses incurred as a result of that request. During the period described in 2.082, County shall reimburse TPA at the hourly rate of \$82.50 for time required in providing the requested services in addition to the

direct cost incurred by TPA to provide these services in an annual amount not to exceed \$5,000.00 unless this contract is amended.

Expense to obtain copies of public records
Outside investigations
Excess Carrier Reports and notification

8.0 The following Section 13.1112 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.1111:

13.1112 Set-Fee Expenses Under 2.06, 2.07, 2.08, 2.081, and 2.082. TPA shall invoice County directly for all set-fee expenses. These charges apply to expenses incurred in performing TPA adjusting services. There is no charge for local telephone calls or faxes. The following charges on the following items will only apply for the periods described in 2.06, 2.07, 2.08, 2.081, and 2.082 and in the circumstances described:

Photocopies	\$0.25
Transportation	\$0.505 per mile for travel incurred outside of Travis County
Long Distance Calls	\$3.00 per call
Long Distance Faxes	\$1.00
Cassette Tapes	\$2.50 per tape
Photographs	\$2.50 each (digital, color)
Recorded Statement Transcription	\$3.00 per page

9.0 The following Section 13.1422 is added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.1421:

13.1422 Time and Expense Reimbursement Expenses Under 2.08, 2.081 and 2.082 TPA shall invoice County directly for all time and expense reimbursement expenses. During the period described in 2.08, 2.081 and 2.082 County shall reimburse TPA at the hourly rate of \$82.50 for time required in providing the following services in addition to the direct cost incurred by TPA to provide these services. :

Trial Expense	Expense to obtain copies of public records
Outside investigations	Excess Carrier Reports and notification



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

6

Approved by: _____

Cyd V. Grimes 2/19/09

Voting Session: Tuesday, February 24, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD WITH INDEPENDENCE TITLE COMPANY, RFQ NO. Q050122-LP, PROFESSIONAL TITLE SERVICES FOR TRAVIS COUNTY. (TNR)

Points of Contact:

Purchasing: Lee Perry

Department: (TNR), Joe Gieselman, Executive Manager;
Greg Chico, Right-of-Way Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

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

RECEIVED
COUNTY JUDGES' OFFICE
09 FEB 19 11:34

- TNR, with Purchasing's concurrence, requests contract approval with Independence Title Company to be included in the Title Services Pool.
- RFQ for a Title Services Pool was originally issued August 2, 2005. Only one proposal was submitted by the original opening date, August 23, 2005. The RFQ was issued a second time on September 12, 2005. On October 4, 2005, three responses were received. TNR evaluated the qualifications and determined that all should be awarded a contract.
- The original RFQ does not limit Travis County from continuing to receive Statements of Qualifications (SOQs), resulting in adding contractors to the Title Services Pool. On January 15, 2009, Independence Title Company submitted their SOQ in response to the RFQ for the Title Services Pool. TNR evaluated their qualifications and determined that Independence Title Company should be awarded a contract.
- When needed, TNR will select the most appropriate contractor from the Title Services Pool whose qualifications best fit the situation at hand.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: Contract utilized on an as needed basis (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: February 24, 2009 through September 30, 2009

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 15

Responses Received: 4

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.:

☐ Funding Account(s):

☒ Comments: This is a requirements contract and thus each purchase order is funded at the time of need.

➤ **Statutory Verification of Funding:**

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

PS090167LP

PAGE 1 OF 38 PAGES

DRAFT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

INDEPENDENCE TITLE COMPANY

FOR

TITLE SERVICES

CONTRACT NO. PS090167LP

DRAFT

PROFESSIONAL SERVICES AGREEMENT (PSA)

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TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: January 27, 2009

TO: Cyd Grimes, County Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager, TNR

RE: Proposed Vendor – Independence Title Insurance Company (RFQ # Q050122-LP)

PS 090167LP

Dear Cyd:

This is a quick memo to state that TNR staff has reviewed the package outlining qualifications for Independence Title Insurance Company (submitted under RFQ # Q050122-LP), and the potential for their provision of title insurance services to Travis County, and is satisfied that the firm meets the basic requirements for inclusion in the County's pool of providers for the applicable service.

Please proceed with placing whatever agenda item may be required to allow the Commissioners' Court to consider the qualifications and merit of this firm.

Thank you for your assistance in this matter.

copy: Greg Chico, Right-of-Way Manager
Marvin Brice, Assistant Purchasing Agent
Lee Perry, Purchasing Agent Asst.

RECEIVED
TRAVIS COUNTY
2009 JAN 28 AM 8:47
PURCHASING
OFFICE

PS090167LP

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- EXHIBIT 1 COMPENSATION FOR TITLE SERVICES
AND SCHEDULE OF PAYMENTS
- EXHIBIT 2 HOURLY RATES
- EXHIBIT 3 PROJECT SCHEDULE

ATTACHMENT 1 PERFORMANCE SCHEDULE

- EXHIBIT 4 EQUAL OPPORTUNITY IN EMPLOYMENT
- EXHIBIT 5 INSURANCE REQUIREMENTS
- EXHIBIT 6 ETHICS AFFIDAVIT

ATTACHMENT A KEY CONTRACTING PERSONS LIST ATTACHMENT B DISCLOSURE

- EXHIBIT 7 HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS
- EXHIBIT 8 NOTICE OF INTENT TO SUBCONTRACT WITH HUB
- EXHIBIT 9 HUB SUBCONSULTANT PAYMENT REPORT
- EXHIBIT 10 HUB SUBCONSULTANT CHANGE FORM

APPENDIX A SCOPE OF SERVICES

APPENDIX B CONSULTANT'S QUALIFICATIONS STATEMENT

DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and INDEPENDENCE TITLE COMPANY (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain title services for individual County Projects (the "Project(s)"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives; and

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1

EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform title services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Executive Manager of Travis County Transportation and Natural Resources (the "EXECUTIVE MANAGER"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The EXECUTIVE MANAGER shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the individual County Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT'S copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the EXECUTIVE MANAGER so instructs the CONSULTANT.
- 1.3 If the EXECUTIVE MANAGER observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the EXECUTIVE MANAGER shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

**SECTION 2
BASIC SERVICES OF THE CONSULTANT**

- 2.1 The CONSULTANT shall be responsible for the completion and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the EXECUTIVE MANAGER.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Projects, which shall be rendered to the satisfaction of the EXECUTIVE MANAGER and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County. Services required from qualified firms shall follow state and national standards where applicable;
 - 2.2.2 the detailed Scope of Services for the Projects, set forth in Appendix A, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 all requirements stated in the County's RFQ #Q050122-LP and in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services. The standards, codes, specifications, or other technical, or professional requirements applying to the Projects shall be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise.
- 2.4 As part of the services, the CONSULTANT shall report any suspected hazardous materials in the areas of proposed construction to the County. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

**SECTION 3
RESERVED**

**SECTION 4
COMPENSATION AND PAYMENT SCHEDULE**

- 4.1 In consideration of the CONSULTANT'S performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.

PS090167LP

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- 4.3 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.
- 4.4 The COUNTY'S obligations under this Agreement are subject to and contingent upon the availability of funds.

SECTION 5 PERIOD OF SERVICE

- 5.1 This Agreement shall become effective upon February 24, 2009 and shall remain in full force and effect through September 30, 2009, thereupon it shall thereafter renew for one (1) successive one year term via bilateral modification to the Agreement unless terminated as provided for herein.
- 5.2 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the EXECUTIVE MANAGER to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the completion date for the affected Project. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the EXECUTIVE MANAGER.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The EXECUTIVE MANAGER shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The EXECUTIVE MANAGER shall have complete authority to interpret and define the COUNTY'S policies and decisions with respect to the CONSULTANT'S services. The EXECUTIVE MANAGER may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the EXECUTIVE MANAGER. The CONSULTANT shall not commence work on the Project until a Professional Services Agreement has been negotiated and until receipt of a written notice to proceed issued by the Travis County PURCHASING AGENT upon the recommendation of the EXECUTIVE MANAGER (the "Notice to Proceed").
- 6.3 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with the COUNTY'S established application, review, and approval processes for any permits, grants, or planning advances required for the Project, provided that the CONSULTANT shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work in accordance with other provisions of this Agreement. The CONSULTANT shall familiarize himself with and comply with the COUNTY'S established application, review, and approval processes as necessary to ensure that compliance with such processes will cause no delay to the Project.

- 6.4 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT'S professional judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.5 The CONSULTANT shall cooperate and coordinate with the COUNTY'S staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the EXECUTIVE MANAGER.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, drawings, plans, specifications, and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project.
- 7.2 The CONSULTANT'S Work Product will be reviewed by the COUNTY under its applicable technical requirements and procedures.
- 7.3 The Work Product shall be submitted by the CONSULTANT on or before the dates specified in the Project Schedule provided by the CONSULTANT and agreed upon by the County. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete Submission" shall mean that all items listed, referenced, and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.4 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the EXECUTIVE MANAGER. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the scope of services and requirements has been fully achieved.
- 7.5 In the event of any dispute over the classification of the CONSULTANT'S Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by the COUNTY of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required to correct errors or omissions in the CONSULTANT'S Work Product. In addition, if it is necessary to revise the Work Product in order to make it correct, the CONSULTANT shall do so without additional compensation. However, after Approval by the COUNTY, any revisions, additions, or other modifications made at the COUNTY'S request for the convenience of the COUNTY and which involve extra services and expenses to the CONSULTANT shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, renderings, and plotting of drawings, specifications, and other documents for other than the in-house use of the CONSULTANT'S or his subconsultants, as well as postage and delivery expenses; and
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which the CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed Title Services prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon the COUNTY'S request.
- 10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.

- 10.2 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.
- 10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Copies of all completed or partially completed Title Services, prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above-stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents, and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

- 10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT'S Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Copies of all completed or partially completed Title Services, prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

- 10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above-stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Copies of all completed or partially completed Title Services, prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above-stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.5 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT or someone under the CONSULTANT'S direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT

of any responsibility or liability for the accuracy and competency of the CONSULTANT'S work performed, under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the work product, or other documents prepared by the CONSULTANT.

- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent title services CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner, and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who, in the opinion of the COUNTY, is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall, upon the COUNTY'S request, be immediately removed from association with the Project.
- 11.6 [Reserved]
- 11.7 The CONSULTANT is an independent contractor under this Agreement. Neither the CONSULTANT nor any officer, agent, servant, or employee of the CONSULTANT shall be classified as an employee or servant of the COUNTY.
- 11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
 - 11.8.1 If any claim or other action that relates to the CONSULTANT'S performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to the COUNTY of the following information:
 - (i) the existence of the claim or other action within ten (10) working days after being notified of it;
 - (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
 - (iii) the alleged basis of the claim, action, or proceeding;
 - (iv) the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and

- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to the COUNTY copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS : The Purchasing Agent acts as the County representative in the issuance and administration of this contract. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT shall furnish the County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT shall have the right to retain copies of the Work Product for its records.
- 12.2 The Work Product, and any other documents prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY shall be at the CONSULTANT'S sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY'S use of partially completed Title Services.
- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

- 13.2 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers, and records of the CONSULTANT which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and shall be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT'S firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
 - 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 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 set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

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

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

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

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

“Was doing business” and “does business” shall mean (a) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable, or (b) loaning or receiving a loan of money, services, or goods

or otherwise creating or having in existence any legal obligation or debt; but does not include (1) any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate, or (2) any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors, and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors, and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors, and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 PAYMENTS. Payment shall be made by check or warrant upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

As a minimum, a “Correct and Complete” invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT 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.

14.13 TAXPAYER IDENTIFICATION. The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

14.14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS

EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.

- 14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT'S Qualifications Statement. Identification of this relationship should be accomplished through completion of the NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 8 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.
- 14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 9 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.
- 14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 10 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.
- 14.15.4 Prime contractors must obtain pre-approval from the Travis County Purchasing Agent and/or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontractor Participation Plan are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.
- 14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain, and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.
- 14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be

included in each proposed budget within the foreseeable future. The Commissioners Court expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

- 14.18 NON-WAIVER OF DEFAULT. No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act, or omission shall not impair or prejudice any remedy or title to the 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, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.21 CONSULTANT CERTIFICATIONS:
- 14.21.1 The CONSULTANT certifies that the CONSULTANT: (i) is a duly qualified, capable, and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, and (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County.
- 14.21.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents, and licenses 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. The CONSULTANT shall indemnify the COUNTY, its officers, agents, and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT shall provide all services and activities required in a manner that will comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the

Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age, or handicapped condition.

- 14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by the CONSULTANT in providing the gratuities.
- 14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT'S compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT'S performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT'S performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.
- 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney General's Office.
- 14.28 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.
- 14.29 CONFLICT OF INTEREST QUESTIONNAIRE. If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

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As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT:

By: [Signature]

Printed Name: Jay Southworth

Title: CEO

Authorized Representative

Date: 2-11-09

TRAVIS COUNTY:

By: [Signature]

Samuel T. Biscoe, Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Susan Spataro, Travis County Auditor

APPROVED AS TO FORM:

By: _____

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

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

EXHIBIT 1

COMPENSATION FOR TITLE SERVICES AND SCHEDULE OF PAYMENTS

- A. The CONSULTANT shall receive that portion of the title policy premiums to which it is entitled, an escrow fee of \$150.00, a fee of \$35.00 per parcel for each Tax Certificate, and, if the Travis County Appraisal District charges a processing fee, reimbursement of up to \$50.00 for each fee, as full compensation for the Basic Services rendered under this Agreement. Premiums shall be calculated based upon the purchase price or condemnation award for property received, not including fence relocations from the property.
- B. The CONSULTANT shall receive Additional Services Compensation for the following services:
1. Title Reports for Remainder Tracts. The CONSULTANT shall provide the necessary services described in Section II, A.3(c) of this Agreement to prepare Title Reports and to provide underlying documentation for remainder tracts. The CONSULTANT shall receive \$50.00 per hour for such services with a not-to-be-exceeded total fee of \$150.00 per remainder tract.
 2. Certificates of Ownership. In the event that the MANAGER requests the CONSULTANT to perform services to determine ownership of a tract of land, which is neither a parcel for which a Commitment will be issued, nor a Remainder Tract, the CONSULTANT shall prepare a Certificate of Ownership for such property, confirming or establishing ownership to the tract, within the time specified in such request. The CONSULTANT shall receive \$50.00 for such services.
 3. Litigation Services. Upon request, a designated representative of the CONSULTANT, to be approved by the COUNTY, shall serve as an expert witness in the preparation for and trial of any filed eminent domain case. The CONSULTANT shall receive \$50.00 per hour for such litigation services with a not-to-be-exceeded total fee to be determined by the MANAGER.
 4. Preparation of Legal Documents. Upon request, the CONSULTANT shall submit a proposal to the MANAGER for the preparation, by a licensed attorney, of legal documents necessary for Closing(s). The Proposal shall specify a per document charge for such services. Any documents prepared pursuant to such a proposal will be subject to the approval of the COUNTY attorney.
 5. Invoices. As a condition to payment, the CONSULTANT shall prepare and submit, for the MANAGER's review and approval, itemized invoices detailing any Additional Services rendered.
 6. Authorization. The CONSULTANT shall not perform any Additional Services under this Agreement except pursuant to a written request signed by the MANAGER or a written acceptance signed by the MANAGER indicating approval of an Additional Services Proposal submitted by the CONSULTANT.
 7. Termination. In the event of termination, the MANAGER shall determine the amount of Additional Services compensation due to the CONSULTANT for services rendered on a particular tract when the CONSULTANT is not in breach of the terms of this Agreement.
- C. When the COUNTY is acquiring real property for a TXDOT Project, the COUNTY will pay a \$200.00 premium charge to the CONSULTANT for the issuance of a Commitment. Pursuant to State Board of Insurance Rate Rule R-23, the \$200.00 will be credited to the cost of any title policy issued within 3 years of the date of the original Commitment, but will otherwise be forfeited.

EXHIBIT 2

HOURLY RATES

BASIC SERVICES

Schedule of Rates (Hourly):

(Do not complete – Respondent's submitted rates to be inserted at a later date)

ADDITIONAL SERVICES

Schedule of Rates (Hourly):

(Do not complete – Respondent's submitted rates to be inserted at a later date)

EXHIBIT 3

PROJECT SCHEDULE

(This contract will be utilized on as needed basis, which will have individual schedules).

EXHIBIT 4

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT shall comply with the regulations of the United States Department of Transportation (49 C.F.R. Part 21 and 23 C.F.R. §710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant order, of the Secretary of Labor, including 41 C.F.R. Part 60.
- E. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations and orders of the Secretary of Labor issued pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 C.F.R. Part 60) or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT shall include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 C.F.R. Part 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT shall take such action with respect to any subcontractor purchase order as the U.S. Department of Labor may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency, the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED, OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: January 15, 2009
Name of Affiant: Jay Southworth
Title of Affiant: Chairman/CEO
Business Name of Proponent: Independence Title Company
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 Request for Qualifications which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Exhibit B.

✓
Signature of Affiant

9442 Capital of Tx Hwy Bldg II Suite 200
Austin, TX 78759

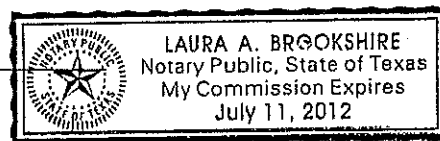
Address

SUBSCRIBED AND SWORN TO before me by Jay Southworth on Jan. 15 2009

Laura A. Brookshire
Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____



ATTACHMENT A TO EXHIBIT 6
LIST OF KEY CONTRACTING PERSONS
January 12, 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	
TNR	Greg Chico	

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.

ATTACHMENT B TO EXHIBIT 6
DISCLOSURE

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365-day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

N/A

(Insert RFQ Attachment 2 at Contract Award)

PS090167LP

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**EXHIBIT 8
NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
(For use by Prime Contractors/Consultants to Identify HUB Subcontractors)

Please submit this form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Comptroller of Public Accounts ☐ City of Austin ☐ Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB Representative _____ Signature of Representative _____ Date _____

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE "HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM" MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

PS090167LP

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EXHIBIT 9
TRAVIS COUNTY

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) – SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____

PROJECT TITLE/No. : _____ AMOUNT OF ALL SUBCONTRACTS: _____

TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20____

A	B	C	D	E	F	G
Name of Sub-Contractor	Description of work	Original Sub-Contract Amount	Increase or Decrease (Modification)	Revised Sub-Contract Amount	Payment this Period	Cumulative Amount

Instructions for completing this form:

SECTION A: Name all HUB Subcontractors performing on this project.

SECTION B: State the work being performed by the HUB Subcontractors.

SECTION C: State the original HUB Subcontractor amount.

SECTION D: State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.

SECTION E: State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .

SECTION F: State the amount paid to each HUB Subcontractor during this reporting period.

SECTION G: State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.

I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.

Printed Name of Contractor Representative

Signature of Contractor Representative

Date

Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

PS090167LP

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EXHIBIT 10
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)

CONTRACT #: _____

CONTRACT
DESCRIPTION: _____

PRIME CONTRACTOR: _____

REQUESTED BY: _____

CONTACT #: _____

DATE: _____

E-mail: _____

- OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.
- IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.

Check reason: _____ Addition _____ Substitution _____ Deletion _____ Reduction _____ Increase

REASON FOR ACTION:

- _____ Unavailable after receipt of reasonable notice to proceed.
- _____ Failure of performance.
- _____ Financial capacity.
- _____ Refusal by the subcontractor to honor the bid of proposal price.
- _____ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
- _____ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
- _____ The subcontractor's withdrawal of his bid or proposal.

_____ Please provide me with a HUB Subcontractor listing.

_____ I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB _____ M/WBE _____ DBE _____ Non-HUB _____ Unknown _____

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS: _____

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ Date: _____

APPENDIX A

SCOPE OF SERVICES

A. TITLE COMMITMENT PHASE

In this Phase, the CONSULTANT shall:

1. Commence work only after the CONSULTANT has received a written Notice-to-Proceed, and if required, has attended an initial briefing meeting with the MANAGER or his designee. The Notice-to-Proceed shall specify and designate the property interest(s) to be acquired, the

COUNTY Capital Improvements Program Project name and number, if any, and name and the parcel number. The Notice shall specify a date for completion of title commitment and shall include, as an attachment, such supporting documentation, including field notes, parcel maps, right of way plans, and other information, as is currently available.

2. Return the Notice to Proceed to the MANAGER within three (3) working days of its receipt with a signature by an authorized representative of the CONSULTANT affixed in either the space for rejection or the space for acceptance, as appropriate. The CONSULTANT shall accept a Notice to Proceed unless the CONSULTANT will be physically unable to complete the services required by the date specified in the Notice to Proceed.

3. Review all supporting documentation supplied by the COUNTY and diligently perform any and all work required to prepare a title commitment (the "Commitment"), as acceptable to the MANAGER and subject to the provisions of the Agreement.

a. Where a whole tract of land will be acquired, prepare a Commitment for the entire tract listing all of the exceptions to title which apply to the tract.

b. Where less than an entire tract will be acquired, prepare a Commitment for the real property to be acquired, listing only those exceptions in the Commitment which apply to that particular portion of the tract for which the Commitment shall issue.

c. If required by the MANAGER in a notice to proceed or in any subsequent notice or request, where less than an entire tract will be acquired, prepare a Commitment for the real property to be acquired, listing only those exceptions which apply to that particular portion of the tract, and, as additional services, prepare a title report for the remainder of tract (the "Report"), and provide a copy of each of the underlying documents listed in the Report to the MANAGER within the time specified in such notice or request. The Report shall describe the current condition of title of the remainder tract. The description shall include, but not be limited to, any and all applicable deeds, deeds of trust, plat or map records, muniments of title, divorce records, probate records, lis pendens, leases, memoranda of leases, reservations, restrictions, conditions, rights of first refusal, public and private easements, tax liens, abstracts of Judgements, assessments, chattel mortgages, encumbrances, financing statements and all other matters of records to the extent and only to the extent that they currently affect title to the remainder tract. (NOTE: A remainder tract is defined as that contiguous portion of a landowner's remaining property which will enjoy unity of ownership and unity of use after a partial acquisition by the COUNTY.)

4. Issue a Commitment for title insurance on a form promulgated by the Texas State Board of Insurance to be effective for ninety (90) days from the effective date of the Commitment. The Commitment shall include only those exceptions to title which apply to the acquisition of real property by the COUNTY, and which are presently vested, legal or equitable interest which affect title or are future legal or equitable interests which may at some point in time affect title. Because the COUNTY is acquiring property through eminent domain proceedings and will not be obtaining purchase money financing, exceptions relating to purchase money financing shall be deleted from a Commitment. Commitments for Easement interests shall not include an exception to the terms and conditions of the easement to be purchased by the COUNTY.

Interests which have been cut-off by the operation of law or which do not affect title to the particular tract in question shall not appear on a Commitment or Title Report. A Commitment and/or Title Report shall not list matters or exceptions which do not affect the specific property in question. Failure to comply with this requirement shall be considered a material breach of contract and substantial failure to perform under this Agreement and shall be grounds for contract termination.

5. Deliver a completed title Commitment for title insurance and a legible copy of all underlying documents referenced in the Commitment to the MANAGER no later than the date specified in the Notice to Proceed.

6. After notice by the MANAGER of any error or omission in the Commitment, prepare and deliver a fully corrected original Commitment and any additional underlying documents not previously supplied to the MANAGER no later than five (5) working days from the receipt of such notice.

7. Prepare updated Commitment(s) at the request of the MANAGER and deliver the updated Commitment(s) along with any additional supporting documents not previously supplied to the MANAGER no later than five (5) working days from the date of receipt of a request for an update.

8. Immediately suspend all work on a Commitment if notified by the MANAGER to do so and reinstate work on a Commitment when notified by the MANAGER to do so.

9. Provide title abstracting services upon the written request of the MANAGER when necessary to establish or confirm ownership of and title to a tract of land for which a Commitment or updated Commitment will be issued.

B. CLOSING PHASE

In this Phase, the CONSULTANT shall:

1. Prepare for Closing of the conveyance after notice of closing from the MANAGER which shall specify a projected closing date. (NOTE: A copy of the COUNTY'S executed purchase contract shall accompany the notice or, if notice is made by telephone conversation, a copy shall be promptly mailed to CONSULTANT.) The CONSULTANT shall review the contract and any extension thereto to ascertain the consideration to be paid at closing and other relevant matters contained therein which impact on the CONSULTANT'S services.

2. Deliver to the MANAGER, no later than ten (10) working days from the receipt of the notice of closing, the following documents:

- a. an updated Commitment, if the effective period of the Commitment has expired or will expire prior to closing;

b. a Settlement Statement, an Affidavit of Debts and Liens, and an Invoice itemizing the amounts due; and, if required,

c. a Form 1099.

3. After notice by the MANAGER of any error or omission in the set of closing documents, prepare and deliver an original set of corrected documents and any documents not previously supplied to the MANAGER no later than three (3) working days from receipt of notice of error or omission.

4. Review all closing documents provided by the COUNTY for completeness, accuracy, and legal sufficiency and inform the MANAGER at least seventy-two (72) hours prior to closing of any errors or omissions, or any item on Schedule "B" and "C" of the Commitment which has either not been waived by the COUNTY or will not be removed from the policy to be issued pursuant to a quitclaim, release, or subordination. The COUNTY will not accept an exception to "Rights of Parties in Possession" on a title policy to be issued pursuant to this Agreement. If such an exception appears on the title company's preprinted title policy forms, the CONSULTANT must delete and initial the exception when issuing a title policy. The COUNTY will inspect the property to be acquired and will obtain possession from the occupants, if any. To facilitate the CONSULTANT'S review, the COUNTY will endeavor to provide the documents to the CONSULTANT at least eight (8) working days prior to the closing date.

5. If requested by the COUNTY, prepare, as additional services to be performed by a licensed attorney, any other closing documents necessary to close a transaction.

6. Immediately suspend all work on a Closing if notified by the MANAGER to do so and reinstate work on a Closing when notified by the MANAGER to do so. (NOTE: The Notice of Reinstatement shall either reaffirm the original closing date or include a new projected closing date.)

7. Confirm that the Travis County Attorney, acting by and through an Assistant County Attorney, has approved the closing package prior to Closing.

8. In the event that the CONSULTANT determines that title to a particular tract is uninsurable because of title problems, the CONSULTANT shall immediately suspend all work on that tract and notify the MANAGER of such determination by telephone conversation as soon as possible with written confirmation to be deposited in the U.S. Mail no later than twenty-four (24) hours after the notice by telephone. The MANAGER shall notify the CONSULTANT in writing of any COUNTY decision to terminate the CONSULTANT'S services on such acquisition.

9. Withhold prorated real property taxes from the proceeds to be paid at Closing in accordance with the following procedures:

a. County process:

1. When a Closing is scheduled, a copy of the field notes for the tract to be acquired and a closing date, if known, should be delivered to:

** Property Identification Division
Travis Central Appraisal District
8314 Cross Park Drive
Austin, Texas 78754

** Mortgage and Research Section
Travis County Tax Collector's Office
1010 Lavaca Street
Austin, Texas 78701

2. The Property Identification Division will calculate the proportion a partial taking, if any, bears to the larger tax parcel and will deliver a package to the Exceptions Section which will include the taxable value of the parcel and a list of the specific taxing Jurisdictions. (This process should take no more than three days if the field notes are delivered early enough in the working day to be processed by the Property Identification Division); and

3. When a closing date is confirmed, the CONSULTANT shall contact the Mortgage and Research Section of the Travis County Tax Collector's Office (512-854-9473) which will calculate

the amount of prorated taxes to be withheld or paid in at closing. The CONSULTANT shall obtain written confirmation of any quoted amount prior to Closing. (This amount will be valid for only that particular closing date; any rescheduling will require an additional calculation).

b. Tax service process:

In lieu of the foregoing process, the CONSULTANT may obtain a Tax Certificate from a Tax Service for each parcel to be acquired which will accomplish the intended purpose of ascertaining the amount of real property taxes to be paid at Closing. The CONSULTANT shall provide a copy of such Tax Certificate(s) to the County on a timely basis.

c. The prorated amount of taxes shall be withheld from the Seller's proceeds or paid in by the Seller at Closing.

d. This prorated amount shall be immediately (meaning that same day and not later) tendered to the Mortgage and Research Section of the Travis County Tax Collectors Office, which will "crow bar" or adjust its records to reflect payment of the prorated amount and satisfaction of liability for taxes on the acquired property for the year of the acquisition.

10. Conduct the actual Closing of the transaction on or before the closing date specified in the COUNTY'S notice of closing or notice of reinstatement, securing all necessary signatures and documentation required to convey the real property, and disburse the funds as indicated on the settlement statement. (Except pursuant to a specific resolution of the COUNTY'S Commissioners Court, fee title shall be acquired free and clear of any and all liens; easement title shall be acquired with a subordination of liens. It is the responsibility of the CONSULTANT to ascertain whether the proceeds to be disbursed at Closing should be paid directly to a property owner or directly to a secured party). The COUNTY may, at its discretion, change the final closing date from a date other than what was in the notice, provided that all parties involved in the closing are notified within five (5) business days.

11. In the event that a property owner is unable to attend a Closing at the CONSULTANT'S offices because of illness or physical condition, the CONSULTANT shall conduct the Closing at a location in Travis County, which is convenient to the property owner, or the CONSULTANT shall cooperate with COUNTY employees and agents to obtain any necessary signatures and acknowledgments.
12. Review the completed closing documents for errors or omissions, notify the MANAGER of any such errors or omissions by telephone conversation with written confirmation to be deposited in the U.S. Mail on the date the notice by telephone is given, and coordinate with the COUNTY to cure such errors or omissions.
13. Deliver for recording all closing documents with the Travis County Clerk. Documents should be marked "Travis County business" to avoid all filing fees.
14. If required by the MANAGER, deliver copies of all closing documents to the MANAGER within twenty-four (24) hours of the Closing, including file-marked copies of all recorded documents.
15. Deliver to the MANAGER all recorded original documents, if any, which are returned to the CONSULTANT, within forty-eight (48) hours of their receipt.
16. Issue a title insurance policy for the real property acquisition on a form promulgated by the Texas State Board of Insurance and deliver the original title policy to the MANAGER no later than five (5) working days from the date of receipt of recording information from the County Clerk.
17. In the event that the Policy issued does not comply with the terms of this Agreement and/or contains exceptions to title other than those permitted exceptions indicated in a written waiver signed by the MANAGER, the MANAGER shall give the CONSULTANT notice of a non-complying policy and within twenty-four (24) hours of such notice the CONSULTANT shall issue a new Policy which complies with the terms of this Agreement and contains only the permitted exceptions.
18. Receive and deposit COUNTY funds for holding and disbursing at Closings in accordance with approved purchase contracts and settlement statements on behalf of the COUNTY.

APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT

(TO BE ADDED AT CONTRACT AWARD)



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

7

Approved by: _____

Cyd V. Grimes 2/19/09

Voting Session: Tuesday, February 24, 2008

REQUESTED ACTION: APPROVE CONTRACT NO. PS090132RE WITH WRIGHT HOUSE WELLNESS CENTER, FOR HIV SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner

Department: HHS, Sherri Fleming, Executive Manager

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

➤ Through this contract, Wright House Wellness Center case managers assist persons living with HIV/AIDS access medical care, provide information and referral, as well as client advocacy. During the 2009-2010 contract period, 2,889 services will be provided to 43 unduplicated clients.

➤ **Contract Expenditures:**

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$75,700.00

Contract Type: Professional Services

Contract Period: March 1, 2009-February 28, 2010

Contract Modification Information:

Modification Amount: NA

Modification Type: NA

Modification Period: NA

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

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COUNTY JUDGE'S OFFICE
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HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 463830
- ☒ Funding Account(s): 001-5891-611-6290
- ☐ Comments:

➤ **Statutory Verification of Funding:**

- ☐ Contract Verification Form: Funds Verified X Not Verified by Auditor.



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

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

DATE: February 13, 2009

TO: Members of the Commissioners Court

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

SUBJECT: Wright House contract

Proposed Motion:

Consider and take appropriate action to approve the 2009 contract with Wright House Wellness Center for HIV services.

Summary and Staff Recommendations:

Case managers with the Wright House Wellness Center help people who are living with HIV/AIDS access medical care, provide information and referrals, and client advocacy, among other services. The contract calls for 2,889 units of services to be provided to 43 unduplicated clients during the contract year.

TCHHS/VS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The 2009 contract is for \$75,700. This money is in line item 001-5891-611-6290. The contract runs from 3/1/09 – 2/28/10.

Requisition Number 463830- \$44,158 contract period (7 months) 3/1/2009 - 9/30/2009. The 5 month amount is \$31,542 making the contract total \$75,700. 10/1/2009 - 2/28/2010 funds will be included in the FY 10 budget.

Issues and Opportunities:

Wright House targets HIV clients with low socioeconomic status, low education, those who are hard to reach, underserved and/or out of care, have low or no social support, are homeless, and have mental health and/or substance abuse issues.

Background:

Travis County and the City of Austin provide funding for Wright House and AIDS Services of Austin. These two organizations provide an array of social services for people with HIV/AIDS. County and city funding of these contracts helps secure approximately \$5.7 million in grant funds annually. Local funding for HIV services is part of the requirement of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 grant.

This contract is being funded at the same level as the 2008 contract year.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Christian Smith, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Wright House Wellness Center, Inc.

TYPE OF GOODS/SERVICE:

Social Services

FUNDS VERIFIED:

1) Requisition number 463830 processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 44,158.00

FUNDS NOT VERIFIED:

☐ Contract did not specify a total contract amount.

☐ Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

Funds verified through 9/30/09 (75% of contract year) where
☒ applicable. Balance of contract year (25%) to be funded with FY10
Budget.

CONTRACT #: PS090132RE
LINE ITEM VERIFIED: 001-5891-611-6290

☒ YES

☐ NO

Reviewed by: [Signature]

Date: 2/17/09

Approved by: [Signature]

Date: 2/18/09

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PURCHASING
OFFICE

PI625I02

Last Updated 02-23-09 at 10:48am

TRAVIS COUNTY
Purchase Requisition2/17/09
09:35:32

Number 0000463830
Type 1 PURCHASE REQUISITION
Status AUDITOR APPROVAL
Reason FUNDING FY09 CONTRACT 3/1/2009 - 9/30/2010
By CAULA MCMARION 854-4119
Date 2/13/09
Vendor 35106 WRIGHT HOUSE WELLNESS CENTER
Contract nbr
Ship to NS HUMAN SERVICES ADMIN SVCS
Deliver by date 2/13/09
Buyer
Fiscal year code C C=Current year, P=Previous year, F=Future year
Type options, press Enter.
5=Display 8=Item extended description
Opt Line# Quantity UOM Description
- 1 44158.00 DOL AIDS/HIV SERVICES
FUNDING 7 MONTHS OF FY09 CONTRACT FOR WRIGHT HOUSE
WELLNESS CENTER \$44,158. CONTRACT TERM
Total: 44158.00 +
F9=Print
F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments

Last Updated 02-23-09 at 10:48am

Purchase Requisition - Item Information

Line number	1
Item desc	AIDS/HIV SERVICES
Vendor part #	
Commodity	952 HUMAN SERVICES
Sub-com	043 FAMILY/SOCIAL SERVICES
Item #	
Ship to	NS HUMAN SERVICES ADMIN SVCS
Quantity	44,158.00
Order UOM	DOL DOLLAR
Cost code	N NOT APPLICABLE
Unit cost	1.0000
Account #	00158916116290
Project	
Purchase order	

Press Enter to continue.

F8=Extended Description

F12=Cancel

F14=Work orders



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

8

Approved by: _____

Cyd V. Grimes 2/19/09 *VB*

Voting Session: Tuesday, February 24, 2008

REQUESTED ACTION: APPROVE CONTRACT NO. PS090131RE WITH AIDS SERVICES OF AUSTIN, FOR HIV SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner

Department: HHS, Sherri Fleming, Executive Manager

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

➤ Through this contract, Aids Services of Austin provides HIV case management, food bank, HIV education and prevention services to the residents of Travis County. These services maintain or improve overall health, safety and quality of life for eligible individuals. During the 2009-2010 contract period, 583 clients will be served.

➤ **Contract Expenditures:**

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$391,437.00

Contract Type: Professional Services

Contract Period: March 1, 2009-February 28, 2010

Contract Modification Information:

Modification Amount: NA

Modification Type: NA

Modification Period: NA

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

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COUNTY JUDGE'S OFFICE
09 FEB 19 AM 10:34

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 463826
- ☒ Funding Account(s): 001-5891-611-6290
- ☐ Comments:

➤ **Statutory Verification of Funding:**

- ☐ Contract Verification Form: Funds Verified X Not Verified by Auditor.




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

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

DATE: February 13, 2009

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veteran Services

SUBJECT: AIDS Services of Austin contract

Proposed Motion:

Consider and take appropriate action to approve the 2009 contract with AIDS Services of Austin for HIV services.

Summary and Staff Recommendations:

The contract with AIDS Services of Austin (ASA) funds four different programs that provide case management, food bank, and HIV education and prevention services. The contract calls for services to be provided to more than 583 unduplicated clients during the contract year.

TCHHS/VS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The 2009 contract is for \$391,437. This money is in line item 001-5891-611-6290. The contract runs from 3/1/09 – 2/28/10.

Requisition Number 463826- \$228,338 contract period (7 months) 3/1/2009 - 9/30/2009. The 5 month amount is \$163,099 making total contract \$391,437. 10/1/2009 - 2/28/2010 funds will be included in the FY 10 budget.

Issues and Opportunities:

The various ASA programs target individuals based on age, race, gender, income and other factors.

Background:

Travis County and the City of Austin provide funding for ASA and the Wright House Wellness Center. These two organizations provide an array of social services for people with HIV/AIDS. County and city funding of these contracts helps secure approximately \$5.7 million in grant funds annually. Local funding for HIV services is part of the requirement of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 grant.

This contract is being funded at the same level as the 2008 contract year.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Christian Smith, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Aids Services of Austin, Inc.

TYPE OF GOODS/SERVICE:

Social Services

FUNDS VERIFIED:

1) Requisition number 463826 processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 228,338.00

FUNDS NOT VERIFIED:

 Contract did not specify a total contract amount.

 Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

Funds verified through 9/30/09 (75% of contract year) where
☒ applicable. Balance of contract year (25%) to be funded with FY10
 Budget.

CONTRACT #: PS090131RE
LINE ITEM VERIFIED: 001-5891-611-6290

☒ YES

☐ NO

Reviewed by:

[Handwritten Signature]

Date: 2/17/09

Approved by:

[Handwritten Signature]

Date: 2/18/09

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2009 FEB 18 PM 12:42
PURCHASING
OFFICE

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Last Updated 02-23-09 at 10:48am

TRAVIS COUNTY
Purchase Requisition

2/17/09
09:18:30

Number : 0000463826
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : FUNDING FY09 CONTRACT 03/01/2009-09/30/2010
By : CAULA MCMARIFON 854-4119
Date : 2/13/09
Vendor : 8115 AIDS SERVICES OF AUSTIN
Contract nbr :
Ship to : NS HUMAN SERVICES ADMIN SVCS
Deliver by date : 2/13/09
Buyer :
Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	113130.00	DOL	CASE MANAGEMENT
			FUNDING 7 MONTHS OF FY09 AIDS SERVICES OF AUSTIN
			CONTRACT. CONTRACT TERM 3/1/2009 - 2/28/2010.

Total: 228338.00

+

F9=Print

F3=Exit F7=Alternate view

F10=Approval info F12=Cancel F20=Comments

Last Updated 02-23-09 at 10:48am

Purchase Requisition - Item Information

Line number	:	:	1
Item desc	:	:	CASE MANAGEMENT
Vendor part #	:	:	
Commodity	:	:	952 HUMAN SERVICES
Sub-com	:	:	043 FAMILY/SOCIAL SERVICES
Item #	:	:	
Ship to	:	:	NS HUMAN SERVICES ADMIN SVCS
Quantity	:	:	113,130.00
Order UOM	:	:	DOL DOLLAR
Cost code	:	:	N NOT APPLICABLE
Unit cost	:	:	1.0000
Account #	:	:	00158916116290
Project	:	:	
Purchase order	:	:	

Press Enter to continue.**F8=Extended Description****F12=Cancel****F14=Work orders**



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

February 24, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Leveraging Travis County's Efforts in Support of the 2009 Big Push Initiative through Intergovernmental Coordination and Public Outreach

Proposed Motion:

Consider and Take Appropriate Action on Additional Initiatives by Travis County and Other Governmental Entities and Travis County Residents to Reduce Ground Level Ozone in Support of the 2009 Big Push Initiative.

Summary and Staff Recommendations:

The five-county Austin-Round Rock Metropolitan Statistical Area, and Travis County in particular, is on the decisive edge between a designation of "attainment" versus "nonattainment" for the newly implemented 8-hour ozone National Ambient Air Quality Standard (NAAQS). Within the next three weeks, Governor Perry is expected to recommend to the United States Environmental Protection Agency (EPA) that Travis County be designated as nonattainment (sic) for the 75 ppb standard.¹ This recommendation is based on findings of the Texas Commission on Environmental Quality (TCEQ) reflecting air quality monitoring data from 2006-2008. However, EPA will not finalize that designation until March 12, 2010. If the region can complete the 2009 ozone season with a fourth-highest ozone reading² of ≤ 75 ppb³ it is possible that the region could demonstrate compliance with the revised standard for 2007-2009 before the EPA makes the designation.

¹TCEQ's recommendation to the Governor was to designate only Travis and Williamson Counties as nonattainment from the five-county region, i.e., the Austin-Round Rock Metropolitan Statistical Area.

² Compliance is established by a three-year running average of the fourth highest ozone monitor reading.

³ It is possible that a truncating function used in compliance evaluations may permit a reading as high as 77ppb to be interpreted as compliant.

The designation of attainment versus nonattainment has significant, region-wide consequences for air quality compliance requirements over many years.

Accordingly, the Clean Air Coalition (CAC), a Central Texas regional organization of local elected officials formed to promote clean air plans to maintain compliance with the federal ozone standard, has launched the 2009 “Big Push” to focus efforts throughout the region to reduce emissions that promote the formation of ground level ozone. Travis County is an active member of CAC; Judge Biscoe serves as Vice Chair.

Travis County is in the process of developing its own initiatives to reduce ozone-forming emissions in support of the Big Push. These proposals, which affect county operations and promote employee and citizen awareness will be developed, evaluated and selected for implementation over the next several weeks. Each of these proposed actions has potential applicability for other Big Push partners. While Travis County has a fairly large number of employees (nearly 4700) who can act upon these initiatives, the County’s operations nonetheless are only a small part of the regional picture. Any effective, region-wide implementation of Travis County’s Big Push actions will require extensive coordination and cooperation among jurisdictions, local agencies, private businesses and the public.

Staff recommends that the Travis County Commissioners Court authorize steps to leverage the effect of its Big Push actions by all means available including:

- Coordination and cooperation with other jurisdictions and agencies via:
 - Capital Area Council of Governments (CAPCOG);
 - Capital Area Metropolitan Planning Organization (CAMPO);
 - Clean Air Coalition (CAC);
- Coordination and cooperation with private partners and other organizations via the Clean Air Force;
- Use of local and regional news media to focus on the ozone issue; and
- Other means as may be identified in the future to engage the public in the Big Push effort.

These organizations include members who represent significant governmental operations, for example the City of Austin and Williamson County. Specific steps might include active promotion of the Big Push in meetings of the regional organizations, commissioners’ letters to prospective partners, and public appearances at local government meetings.

Background:

Successful implementation of the Big Push initiatives with a focus on the 2009 ozone season will complement the ongoing Central Texas strategies already being implemented as a part of the 2008 O3 Flex Plan. With only a small, but additional push, it is plausible that Central Texas partners can prevent air quality conditions that would require the U.S. Environmental Protection Agency to decide in 2010 that the air quality is insufficiently protective of human health (non-attainment status). The O3 Flex Plan has already contributed to ground-level ozone reductions through major initiatives approved by this County, notably the motor vehicle inspection and maintenance (I/M) program. Beyond the O3 Flex Plan, the air pollution sources that are most important to address with the Big Push include voluntary reduction of vehicle emissions, changes in operations by businesses/government, and changes in personal and household behavior. These are diffuse or non-point sources throughout the Central Texas metropolitan area.

Travis County is an active, participating member of the CAC that is driving the Big Push. Previous information provided to the Commissioner's Court has described the collaborative components in which Travis County is engaged. Work groups of the CAC and organizations like the Clean Air Force (CAF) include multiple governmental entities throughout the region. The work groups are developing similar initiatives and advocating member governments to implement them. Several specific items within the County's five proposals are the result of the collaboration. Travis County will diligently continue to work in collaboration with these organizations and governments. The Big Push identifies needed actions by individual citizens. Therefore, an integral component of the organizational/governmental collaboration is to identify and implement programs to educate and change behavior of the population at large.

Several of the Travis County initiatives currently being evaluated for the Big Push will involve Travis County in a collaborative role with other governmental entities and the general public, particularly the proposals related to education and outreach. Staff anticipates that the entire package of final, adopted proposals will be suitable for sharing with other governmental entities within Travis County. It is recommended that the proposals be shared via letters and public appearances, to challenge other governments to address the Big Push.

Issues and Opportunities:

It is important for all County management and employees, as well as members of the public at large, to understand why high ozone is an issue that requires attention and focus both as individuals and as a part of our government organization. The single-most important challenge of the Big Push Initiative is to implement many diffuse and individually small actions that have a *de minimus* beneficial effect on their own. But, if these efforts are carried out by a great number of individuals and organizations, cumulatively they will make a big difference.

cc: Jon A. White, NREQ Division Dir.
Thomas Weber, Environmental Quality Program Mgr.
Adele Noel, Air Quality Project Mgr.

Travis County "Attainment" Designation Resolution

Re: #10

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COUNTY JUDGE'S OFFICE
FEB 18 PM 5:03

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) recommended to the Governor of Texas that Travis County be designated "nonattainment" based on EPA's more stringent 2008 8-hour ozone standard; and

WHEREAS, the Governor must review and forward his recommendation to EPA by March 12, 2009 with EPA potentially making a final determination in March 2010; and

WHEREAS, EPA has the legal authority under Section 107 of the Clean Air Act to delay its final decision on the attainment status of Travis County until March 2011 if EPA has insufficient information to promulgate the designation; and

WHEREAS, Travis County has made substantial air quality progress and may be in attainment with the new 8-hour ozone standard based on 2007-2009 ozone monitoring data; and

WHEREAS, it is possible to have the 2009 ozone data verified and ready for use in making the final ozone designation determination for Travis County; and

WHEREAS, the "nonattainment" label will impair economic development by deterring business and job creation and the consequential regulatory burdens will distort transportation planning but will not enhance the region's already effective air quality programs, practices and significant improvement trend; and

WHEREAS, the following factors support the region's efforts to ensure that all information is taken into account before EPA makes a final designation determination for Travis County:

1. The region's air quality is good and getting better.
 - From 1999 – 2005, the TTI Urban Mobility Study calculated that Austin urban-area population increased by over 15% and vehicle miles traveled by 17%, yet ozone levels decreased roughly 10% in the same period.
 - The Early Action Compact, implemented in 2004, met and exceeded its goals.
 - 2008's 4th highest reading – 74 ppb – is beneath the new threshold of 75 ppb.
2. The region is implementing a "big push" of additional clean air actions to minimize the possibility of a violation this ozone season. The big push includes proposals to:
 - Accelerate the 8-hour Ozone Flex Program implementation.
 - Maximize effectiveness of public outreach programs.
 - Implement additional emission reduction measures such as use of Low Emission Diesel (TxLED) and highway roadside assistance (HERO).
3. Travis County is on the "cusp" of the new ozone standards.
 - The fourth highest reading in 2008 was 74 ppb, under the new threshold of 75 ppb. Existing trends supplemented by new national vehicle emissions regulations should sustain the region's improving air quality despite continued growth.
 - Travis County currently exceeds the 2008 standard (75 ppb) because the standard is a three-year average that currently includes the years 2006 and 2007. [4th highest readings being 82 and 76 ppb, respectively, which were in compliance with the old standard of 84 ppb]
 - A 4th highest reading of 77 ppb or less in 2009 would place us in attainment with the new 8-hour ozone standard. However, as ozone formation is weather dependent, adverse weather this season could temporarily keep us above the new standard despite the established trend toward improved air quality.
4. By accelerating its 8-Hour Ozone Flex Program the region will continue its trend of improved air quality under an even more expeditious timeline than would be required under the EPA nonattainment designation; and

WHEREAS, the best solution for air quality and economic viability is for the region to remain in attainment and to accelerate its own successful action plans for air quality in cooperation with TCEQ and EPA.

Travis County "Attainment" Designation Resolution

Therefore Be It Resolved:

Home Builders Association (HBA) of Greater Austin supports a proactive approach especially the "big push" campaign to avoid an unnecessary "nonattainment" designation with its attendant costs, efforts and distortions to proper transportation planning; and

Therefore Be It Further Resolved:

Home Builders Association (HBA) of Greater Austin urges the City of Austin, Travis County, CAMPO and the Central Texas Clean Air Coalition to adopt necessary resolutions and urge EPA, the Governor and TCEQ to verify and utilize 2009 ozone monitoring data in making the final ozone determination for Travis County; and

Therefore Be It Further Resolved:

Home Builders Association (HBA) of Greater Austin urges the EPA to delay its final determination beyond March 2010 if necessary to ensure use of the best ozone data; and

Therefore Be It Further Resolved:

If the 2007-2009 ozone data show an exceedance of the new 8-hour ozone standard in Travis County, Home Builders Association (HBA) of Greater Austin urges EPA to allow the use of an Early Action Compact, as authorized for the region in 2004, to defer a nonattainment designation in light of the prior successful implementation of the Early Action Compact by this region.


HBA Executive Officer


Date

THE STRAW MAN – VERSION 3.1
TRAVIS COUNTY SUGGESTED CHANGES
(DRAFT 2/20/09)

COUNTY ~~GROWTH MANAGEMENT~~ LAND USE AUTHORITY

Much of the population growth in Texas, and particularly in the Central Texas region, during the past two decades has occurred outside of city limits. The lack of city taxes and development regulations has meant that houses could be built and bought more cheaply there. So farmland has sprouted rooftops and ranches have become the names of subdivisions. But the new homeowners have the much the same needs and expectations of government services as city dwellers. They need water, transportation, fire suppression, ambulance service, and law enforcement. And they expect to have their piece of the American dream protected from the dreams and plans of their neighbors, which might look quite different than theirs

In rapidly developing areas such as the five-county Envision Central Texas region, county governments, built on a 140 year-old pattern, are struggling to cope with these demands and the conflicts that arise from them. But their ability to deal with the challenges is limited by Texas law and tradition. Unlike cities of 5,000 or more, which may adopt home rule charters that give them the full power of self-government, counties have only the authority expressly granted to them in the state constitution or statutes. Lack of explicit authority to manage land development, combined with a long tradition of respecting an individual's right to do what he wants with his land, has led some counties to take a hands-off approach to growth in unincorporated areas. The sprawl that has resulted from the haphazard and largely unregulated growth not only strains the resources of local governments, it endangers the property rights, natural resources, and quality of life that the residents came to find.

This position paper outlines the rationale and recommendations of Envision Central Texas for a solution to this problem.

1. There is a need for county involvement in managing land development in Central Texas outside of city limits.
2. There is public support for more county involvement.
3. This issue is central to the mission of Envision Central Texas. The Community Vision cannot be achieved unless there is a means of managing growth in unincorporated areas.
4. ETC can play a constructive role in forming a regional or a state-wide solution, by helping to reframe the issue to break a long stalemate.
- ~~5. The current statute gives counties the authority to take a more active role in managing growth than some counties have utilized.~~
6. There are arguments for and against giving counties more authority over land development.

Arguments for:

- 6.1.1 Counties must be able to plan for future infrastructure costs to support growth;

- 6.1.2 Urban and near-urban counties face the same challenges as cities do in managing growth;
- 6.1.2 The efficiency of road networks outside cities would be greatly diminished without county authority to guide growth based on a thoroughfare plan;
- 6.1.3 Consideration of land use compatibilities through buffer zones avoids conflicts between landowners and does not infringe on property rights and, in fact, may protect them;
- 6.1.4 Buffer zones for creeks, lakes, springs, beaches, wetlands, and other water features protect our water supply, wildlife, and natural resources;
- 6.1.5 Many cities support increased county powers in high growth areas that they eventually may annex; and
- 6.1.6 Many counties believe that the current statute is too vague, opening them up to legal challenges if they try to take the initiative in managing growth.
- 6.2 Arguments against:
 - 6.2.1 Counties may not have the resources to use the current or proposed authority; the fear of unfunded mandates exacerbates this issue;
 - 6.2.2 Some landowners and others fear that any additional authority might be abused;
 - 6.2.3 There is a long Texas tradition of respecting a landowner's rights on his or her own property and a perception among some that counties might not respect them; and
 - 6.2.4 Some counties are not interested in taking on the responsibility for managing growth.
- 7 Bills have already been filed in the current session of the Texas legislature.
- 8 A consensus approach should be aimed to meet real needs and reassure legitimate doubts. ECT therefore makes the following recommendations:
 - 8.1 Counties should use their current statutory authority fully to achieve community objectives.
 - 8.2 The Legislature should make additional ~~growth management~~ land use authority available to Central Texas counties on two conditions:
 - 8.2.1 Adoption of a strategic policy plan to guide the growth and development of the county; and
 - 8.2.2 Passage by the county voters of a local option referendum, called by Commissioners' Court resolution or voter initiative, specifying the authority to be exercised by the county.
 - 8.3 The additional authority available to counties, if authorized by referendum, should include the explicit authority to –
 - 8.3.1 Adopt ordinances to require buffer zones between incompatible kinds of land uses, to be defined in the ordinances;
 - 8.3.2 Adopt ordinances to require buffer zones for creeks, lakes, springs, beaches, wetlands, and other critical water features;
 - 8.3.3 Adopt ordinances to require land developers to pay off-site improvement fees to cover the incremental cost of transportation

~~and drainage infrastructure, law enforcement, water supply, wastewater reuse or disposal, and other county services made necessary by developments of more than a certain size;¹~~

~~8.3.4 Adopt ordinances requiring the developers of subdivisions to certify the availability of water to serve the needs of the project;² and~~

~~8.3.5 Make and enforce development agreements with landowners that specify the density or amount of impervious cover allowed in a project.⁵~~

~~Other kinds of land use regulations, such as zoning and building permits, should remain within municipal jurisdiction only.³~~

8.3.4 Adopt ordinances to regulate signage -- or at least to prohibit off-premise (billboards) signs on State Highways in the unincorporated areas.

9 ETC should take the following short-term and long-term steps to achieve this result.

9.1 Short-term steps:

ECT should promote participation in CAPCOG's County Land Use Workshop on March 6, 2009;

9.1.2 ECT should not take a position to support any particular bill during the current session of the Legislature, but it should offer testimony before legislative committees during this session as a resource in support of the principles and measures recommended above.

9.2 Long-term steps:

9.2.1 ECT should compile and make available a set of model county ordinances that utilize the full range of county authority available for growth management; and

9.2.2 ECT should facilitate a region-wide or state-wide consensus-building process over the next two years, to build support for a systematic reform of county development management authority.

FOOTNOTES:

1 Too broad as written. Counties do not provide water or wastewater services and thus would have no reason to levy an impact fee to recover costs. Likewise ongoing services such as law enforcement, court administration, and "other county services as may be necessary by development" are typically paid for by operating revenues funded annually by property taxes. On the other hand, counties do have explicit authority over the county road system and its road-related drainage which is impacted directly and incrementally by new development, thus an impact fee is warranted.

2 Counties already have the authority to do this.

- 3 Suggest ECT just remain silent on this; there may be an opportunity to get joint county/city land use authority within the ETJ, at least for metropolitan counties like Travis, much like they currently have joint subdivision authority through adoption of a single code with joint administration.**

12

Travis County Commissioners Court Agenda Request

Voting Session 2/24/09
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities and a License Agreement for Steiner Ranch Phase 1 Section 7A, a subdivision in Precinct 3.**

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

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

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

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

Donald W. Ward - 854-9383
Richard Duane - 854-9383
Scott Lambert - 854-9383

Anna Bowlin - 854-9383
David Greear - 854-9383
Patricia Moreno - 266-3314
Brunilda Cruz - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: February 13, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet

SUBJECT: **A. Acceptance of dedication of Steiner Ranch Phase 1 Section 7A**

B. License Agreement for Steiner Ranch Phase 1 Section 7A

A. Summary and TNR Staff Recommendation: Acceptance of dedication of Steiner Ranch Parkside

This subdivision was recorded July 14, 2005. This subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section will be approved under Chapter 251 of the Texas Transportation Code.

This section is accessed from Quinlan Park Road, accepted for maintenance by Travis County. This action will add 1.59 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary impacts. All fiscal posted will be released, except for any un-constructed residential sidewalks.

Exhibits:

Approval of Construction
List of streets
Requirements
Registered Accessibility letters
Attached maps

B. Summary and Staff Recommendation: License Agreement with the Steiner Ranch Master Association, Inc.

The applicant requests to enter into a License Agreement, which will cover improvements in the right-of-way, of any, of the roads, within Steiner Ranch Phase 1 Section 7A. The covered

February 5, 2009

Page 2

improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

The Security Deposit for Steiner Ranch Phase I Section 7A is \$3,415.00

Issues and Opportunities:

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

Exhibits:

License Agreement & Exhibit

DV:DWW:dv

1105 Steiner Ranch Phase I Section 7A

1102 Steiner Ranch Phase I Section 7A

License Agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE:

TO:	Developer	Engineer
	TWC/Steiner Ranch, L.L.C.	C Faulkner Engineering
	James D. Plasek, Vice President	Casey Giles, P.E.
	805 Las Cimas Parkway #350	400 Bowie Street #250
	Austin, TX 78746	Austin, TX 78767
	Fx: 579-2234	Fx: 495-9473

SUBJECT: Steiner Ranch Phase 1 Section 7A

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

None

Approved By:

Patricia M. Moreno

TNR Construction Inspection – Patricia Moreno

Darla Vasterling 2/13/09

TNR Engineering Specialist – Darla Vasterling

Donald W. Ward

TNR Division Director, Road and Bridge – Donald W. Ward

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapsco No. 521E

Steiner Ranch Phase 1 Section 7A

Pct.# 3
Atlas No. L-05



RECORDED AT DOC#200500173 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 7/14/05

SUBDIVISION CONTAINS 10 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Bright Sky Overlook	Quinlan Park to end of 60'R cul-de-sac	2842	0.54	50'	HMAC	28'F-F	Yes
2	Cassiopeia Way	Bright Sky Overlook to end of 50'R cul-de-sac	1428	0.27	50'	HMAC	28'F-F	Yes
3	Ursa Major Path	Cassiopeia Way to end of 50'R cul-de-sac	738	0.14	50'	HMAC	28'F-F	Yes
4	Nova Court	Ursa Major Path to end of 50'R cul-de-sac	285	0.05	50'	HMAC	28'F-F	Yes
5	Little Dipper Path	Bright Sky overlook to Cassiopeia Way	1187	0.22	50'	HMAC	28'F-F	Yes
6	Sirius Cove	Little Dipper Path to end of 60'R cul-de-sac	265	0.05	50'	HMAC	28'F-F	Yes
7	Austrina Pass	Little Dipper Path to Capella trail	558	0.11	50'	HMAC	28'F-F	Yes
8	Australis Cove	Bright Sky Overlook to end of 50'R cul-de-sac	504	0.10	50'	HMAC	28'F-F	Yes
9	Delphinus Walk	Australis Cove to Capella Trail	582	0.11	50'	HMAC	28'F-F	Yes
10	Capella Trail	Bright Sky Overlook to Quinlan Park Road	2247	0.43	50'	HMAC	28'F-F	Yes
11								
12								
				10636				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 192

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-10

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-10 TOTALING 1.59 MILES BE ACCEPTED BY THE
TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

17-Feb-09

DATE

DP = DOUBLE PENETRATION
HMAC = HOT MIX ASPHALT
C = CONCRETE
UPP = UNPAVED, PIT RUN
UPS = UNPAVED, SELECT

Donald W. Ward, P. E.
Division Director, Road, Bridge, and Fleet
TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GHISELMAN, EXECUTIVE MANAGER

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

Steiner Ranch Ph 1 Sec 7A
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 10/08/07 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- 10/17/08 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 10/08/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 10/08/07 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheets for each sign.
- 8/02/07 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 12/03/07 7. A letter from ~~(Texas Department of Licensing and Regulation or a Registered~~ **Accessibility Specialist** approving subdivision construction (when sidewalks are required per plat ~~and when the total construction costs of sidewalks exceed \$50,000.00~~ or when a variance is required). Plan approval required at time of Conditional Acceptance of Construction. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 2/5/09 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 10/17/08 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts
- 1/14/09 10. License Agreement



Able2Access, Inc.

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574

June 5, 2007

Trish Lee
Development Coordinator
Taylor Woodrow Communities/Steiner Ranch, Ltd.
3405 Grimes Ranch Road
Austin, Texas 78732

Re: Summer Vista - sidewalks, cross walks, curb ramps
Steiner Ranch - Phase 1 - Section 7A-1
Austin, TX 78732

RE-INSPECTION - NO VIOLATIONS

Dear Ms. Lee:

The reference project has been re-inspection to verify completion of corrective modifications. We are pleased to inform you that all items now appear to be in substantial compliance with the requirements.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Kathy-Ann Riley at (512) 762-6349.

Sincerely,



Kathy-Ann Riley
RAS No. 0254

Enclosures

where everyone goes for accessibility solutions...



Able2Access, Inc.

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574

May 6, 2007

Trish Lee
Development Coordinator
Taylor Woodrow Communities/Steiner Ranch, Ltd.
3405 Grimes Ranch Road
Austin, Texas 78732

Re: Phase 1 - Section 7A2 (Summer Vista) - green belt sidewalks, cross walks and curb ramps.
Steiner Ranch
Austin, TX 78732
Inspection performed June 4, 2007

INSPECTION COMPLETED - NO VIOLATIONS


Dear Ms. Lee:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance..

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Kathy-Ann Riley at (512) 762-6349.

Sincerely,


Kathy-Ann Riley
RAS No. 0254

Enclosures

where everyone goes for accessibility solutions...



Able2Access, Inc.

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574

December 3, 2007

Trish Lee
Development Assistant
Taylor Woodrow Communities/Steiner Ranch, Ltd.
3405 Grimes Ranch Road
Austin, TX 78732

Re: Phase One, Section 7A-3 (Summer Vista 3) - sidewalks, cross walks and curb ramps
Steiner Ranch
Austin, TX 78732

INSPECTION COMPLETED - NO VIOLATIONS

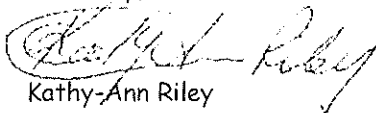
Dear Ms. Lee:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance..

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Kathy-Ann Riley at (512) 762-6349.

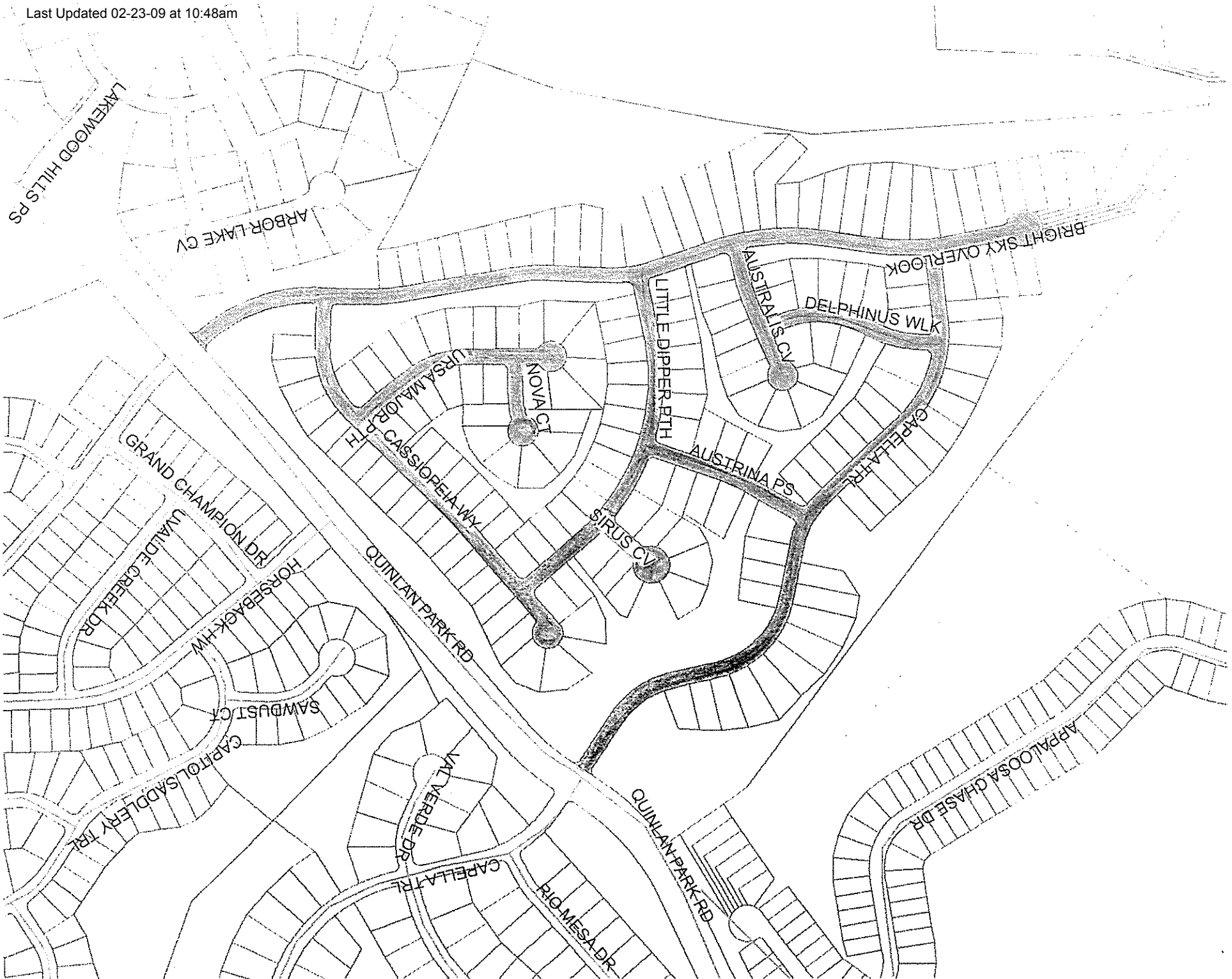
Sincerely,

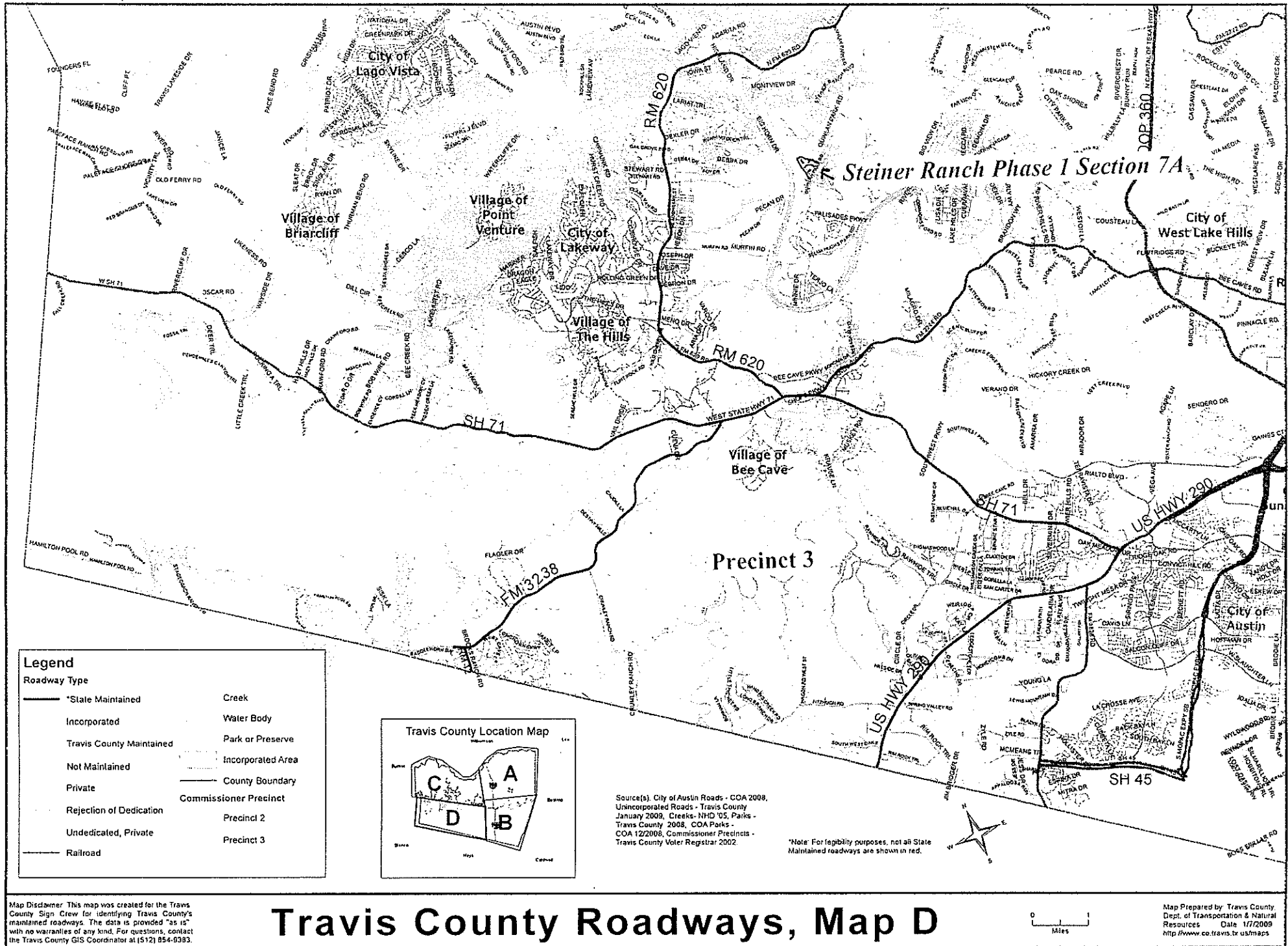

Kathy-Ann Riley
RAS No. 0254

Enclosures

where everyone goes for accessibility solutions...

Steiner Ranch Phase 1 Section 7A





Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-0383.

Travis County Roadways, Map D

LICENSE AGREEMENT

STATE OF TEXAS

20

COUNTY OF TRAVIS

2

30

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Steiner Ranch Master Association, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in **Steiner Ranch, Phase One, Section 7A**, a subdivision located in Travis County, being more particularly described in that certain plat recorded at Document No. 200500173, of the Official Public Records of Travis County, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to pay expenses and maintain certain lighting, landscaping and improvements in portions of the right-of-ways within the Subdivision, and custom street signs in all right-of-ways in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, landscape lighting, trees, shrubs, custom street signs and retaining walls (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

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

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

1. Grant

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

II. Consideration

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

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

III. County's Rights to Licensed Property

- A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.
- B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

- a. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the COUNTY, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or an additional insured. This insurance coverage shall cover all perils arising out of or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Director of Public Improvements & Transportation Department within twenty-one (21) days of the effective date of this Agreement.

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

V. Indemnification

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

VI. Conditions

- A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.
- B. ASSOCIATION'S Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.
- C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by the ASSOCIATION at its expense.
- D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of the Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

- E. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.
- F. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check, payable to Travis County, in the amount of Three Thousand Four Hundred Fifteen Dollars & No Cents (\$3,415.00). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION had not fulfilled its obligation under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

VII. Commencement; Termination by Abandonment

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

VIII. Termination

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

- B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:
1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
 2. Use of the Licensed Property becomes necessary for a public purpose;
 3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not be be remediable by alteration or maintenance of such Improvements;
 4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
 5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

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

IX. Eminent Domain

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

X. Interpretation

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

XI. Application of Law

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

XII. Venue

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

XIII. Covenant Running with Land

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

XIV. Assignment

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

XV. Notice

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

ASSOCIATION:

Steiner Ranch Master Association, Inc.
12550 Country Trails Lane
Austin, Texas 78732

COUNTY:

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

COPY TO:

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

COPY TO:

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

XVI. Annexation by the City

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

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

TERMS AND CONDITIONS ACCEPTED, this the 15th day of January, 2009.

THE ASSOCIATION:

Steiner Ranch Master Association, Inc.

By: _____
James D. Plasek
President, Authorized Representative

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the ____ day of _____, 2009, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

By: _____

Printed Name: _____

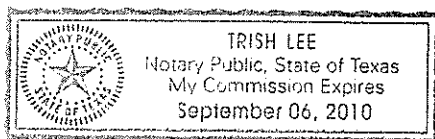
My commission expires: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 15th day of January, 2009, by James D. Plasek, President of the Steiner Ranch Master Association, Inc., a Texas corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

By: Trish Lee

Printed Name: Trish Lee

My commission expires: 09-06-10

ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association, Inc.
12550 Country Trails Lane
Austin, Texas 78732

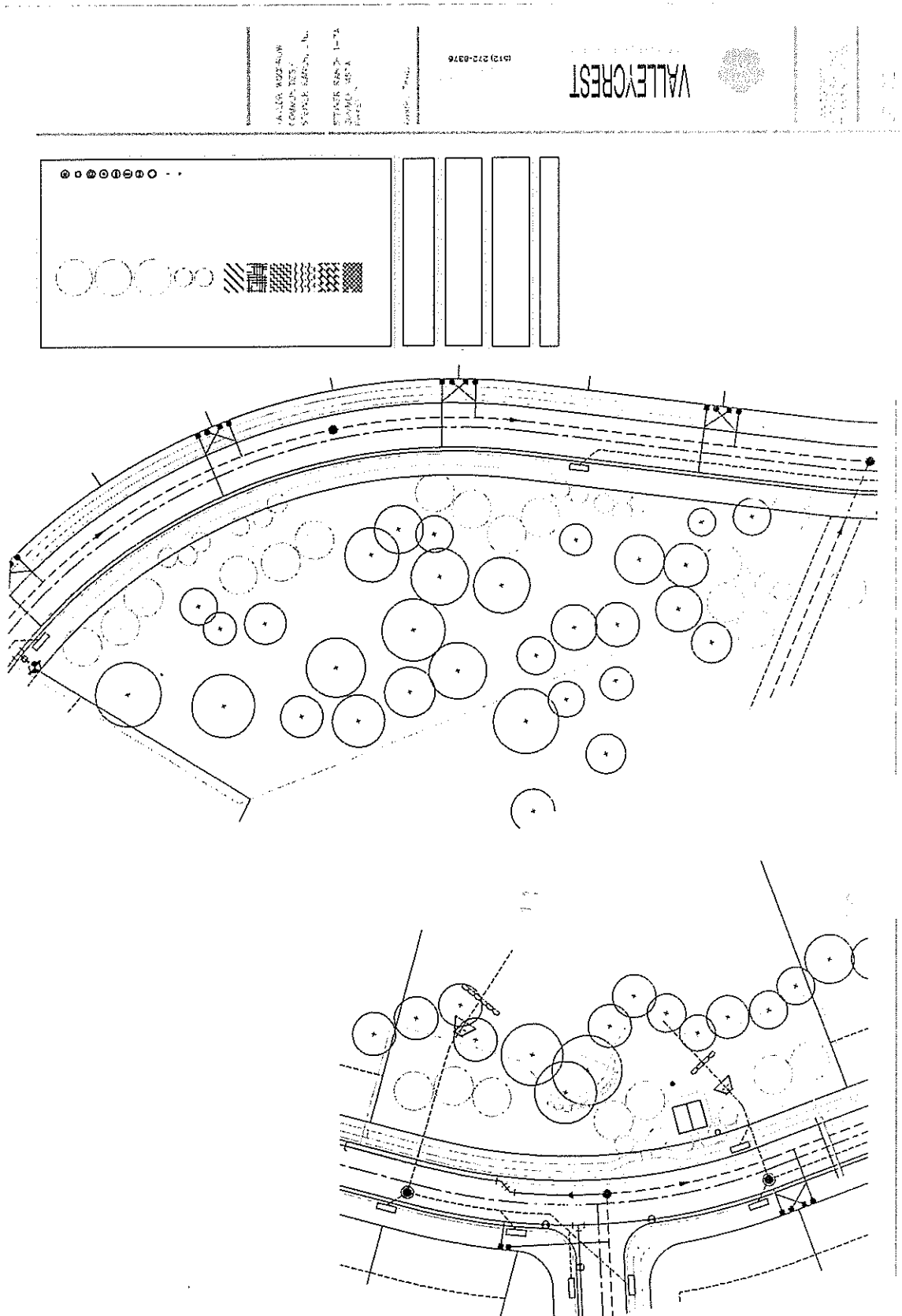
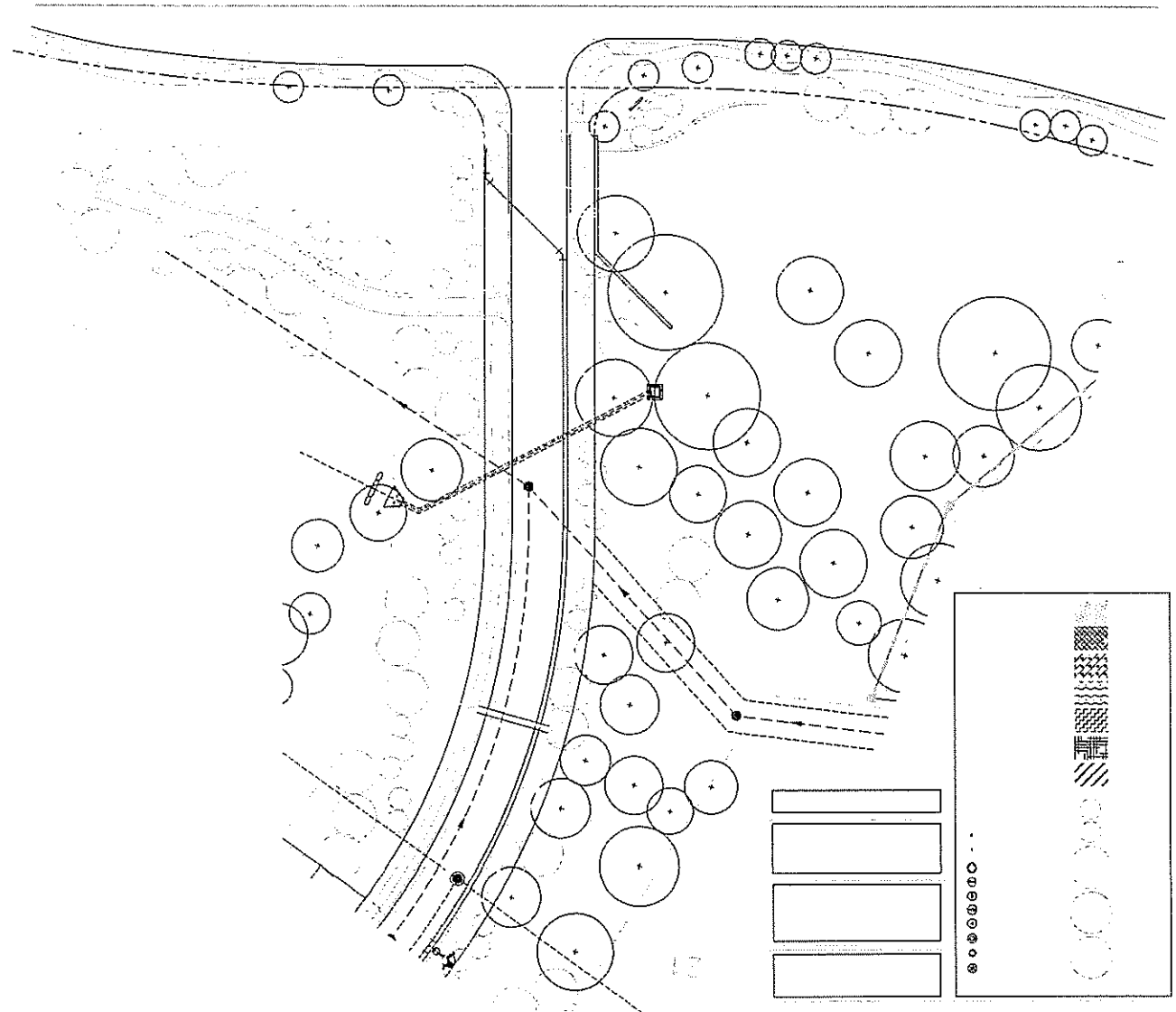
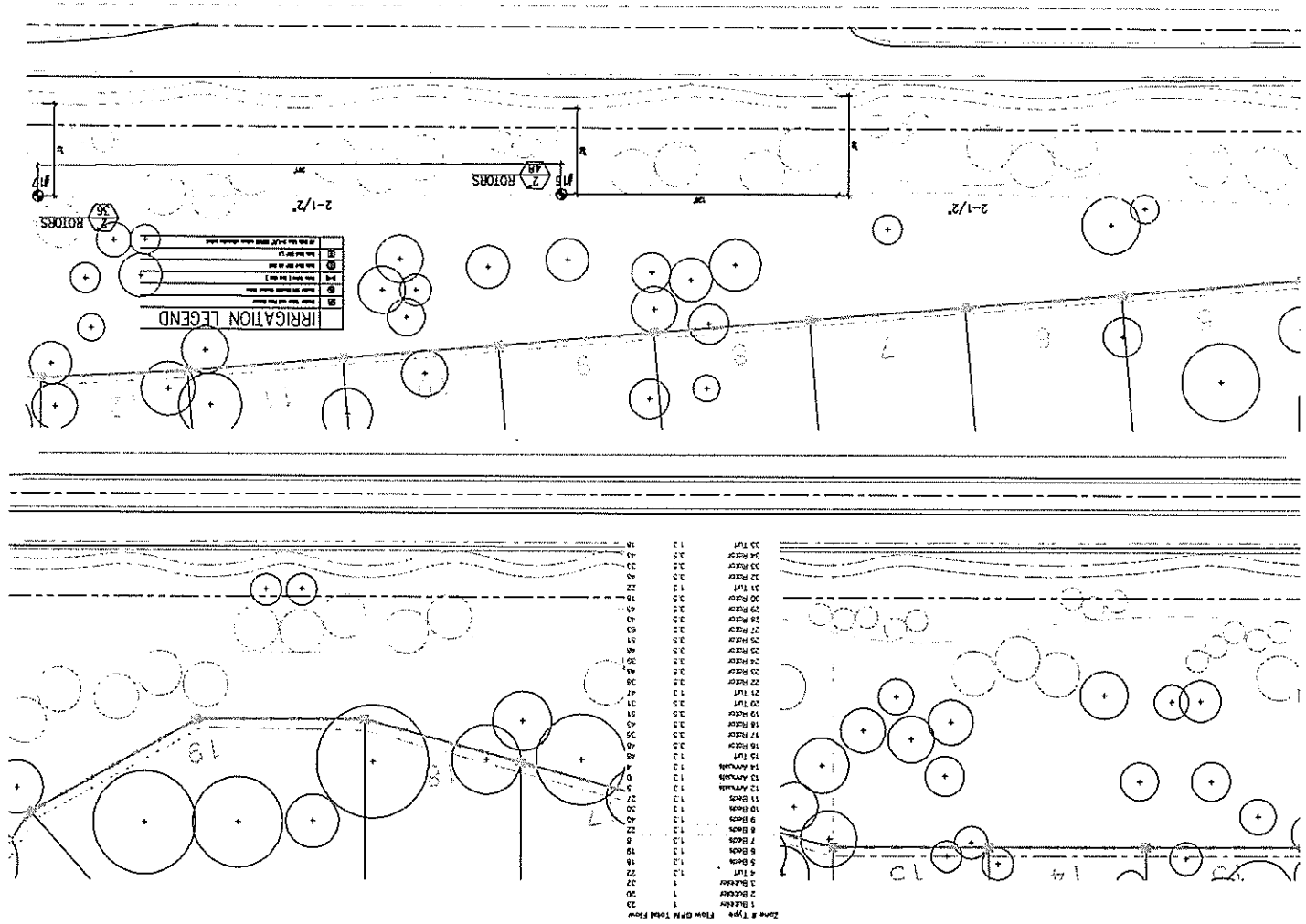
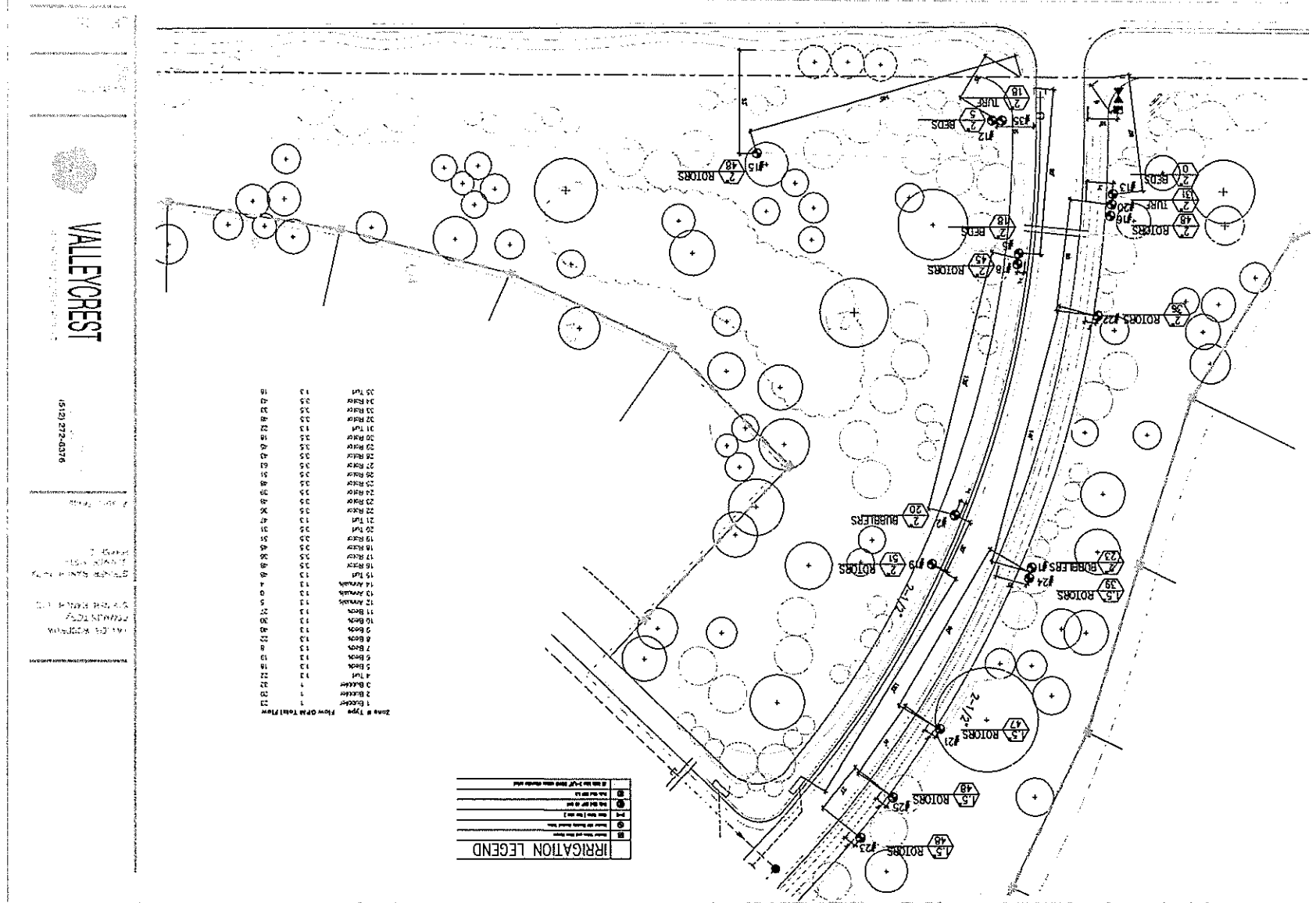
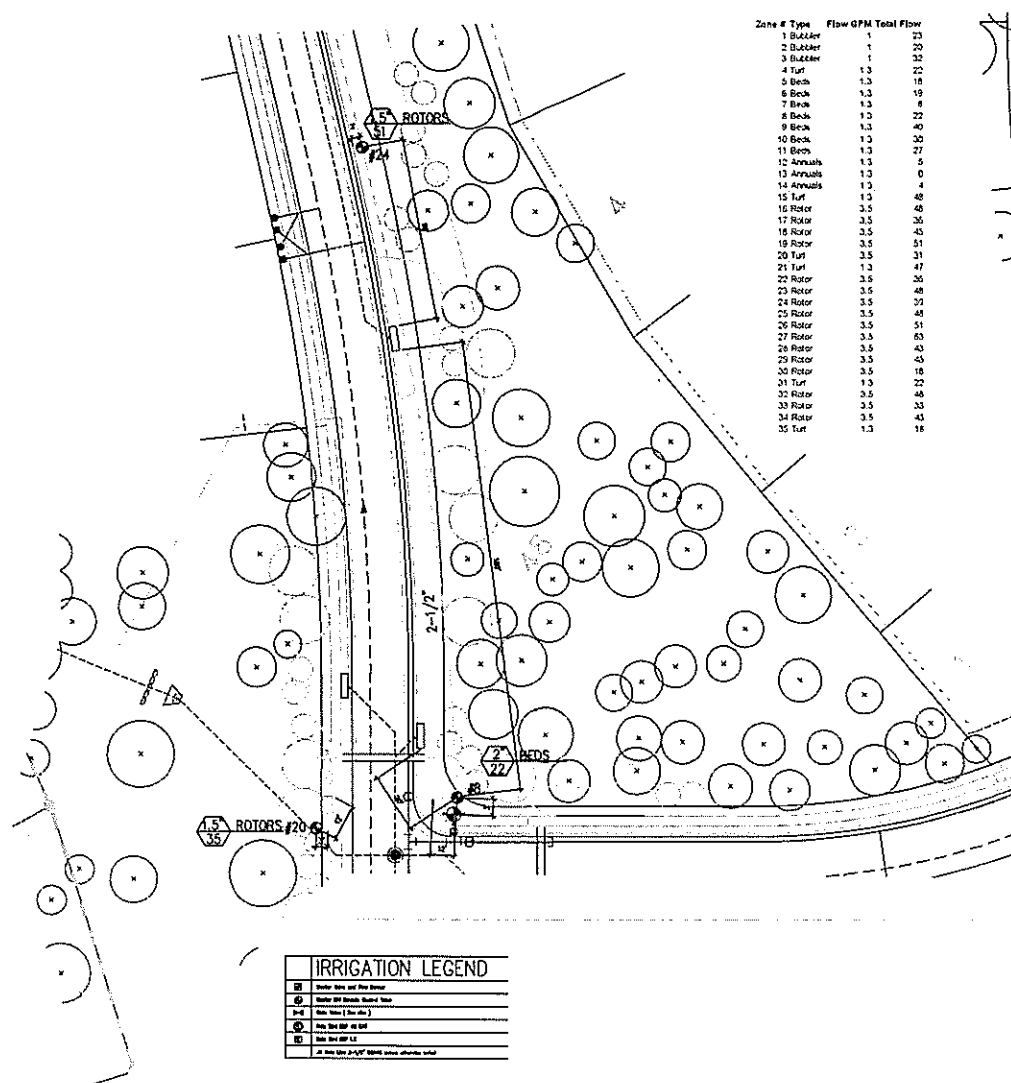


EXHIBIT 'A'









Zone 7 Area	Flow (GPM)	Total Flow
1. Bunker	1	23
2. Bunker	1	32
3. Bunker	1	32
4. Duffett	1.3	22
5. Bench	1.3	18
6. Bench	1.3	19
7. Bench	1.3	8
8. Bench	1.3	22
9. Bench	1.3	40
10. Bench	1.3	30
11. Bench	1.3	27
12. Annulars	1.3	5
13. Annulars	1.3	5
14. Annulars	1.3	4
15. Turf	1.3	48
16. Rotor	2.5	35
17. Rotor	2.5	36
18. Rotor	2.5	45
19. Rotor	2.5	51
20. Rotor	2.5	53
21. Turf	1.3	47
22. Rotor	2.5	36
23. Rotor	2.5	46
24. Rotor	2.5	57
25. Rotor	2.5	48
26. Rotor	2.5	51
27. Rotor	2.5	63
28. Rotor	2.5	43
29. Rotor	2.5	45
30. Rotor	2.5	45
31. Turf	1.3	22
32. Rotor	2.5	46
33. Rotor	2.5	33
34. Rotor	2.5	43
35. Turf	1.3	16

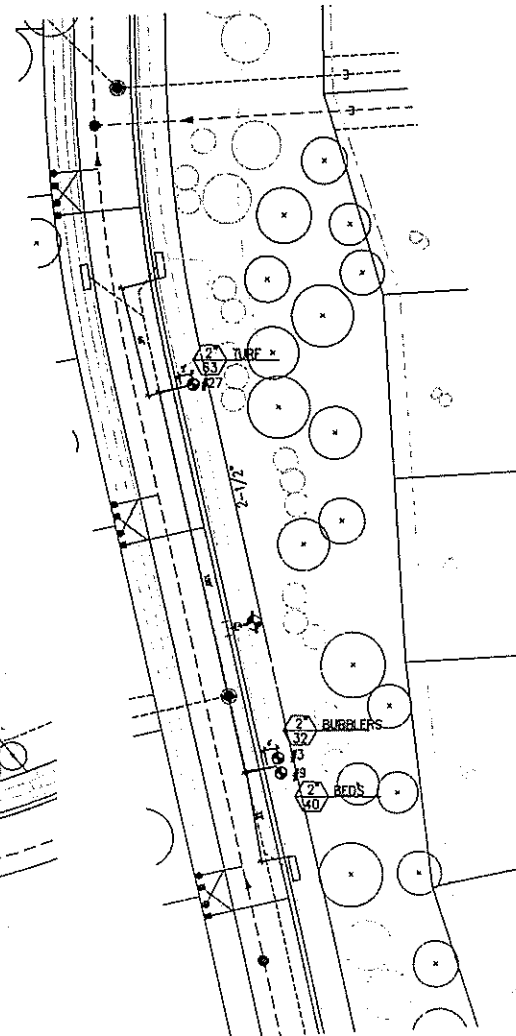


TABLE 10-20-20
CONTINUED
SHEATH PLATE LITE

STATION NAME 1-74
STATION CODE 1014
STATION 1

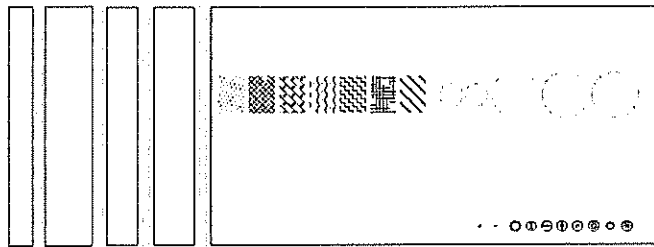
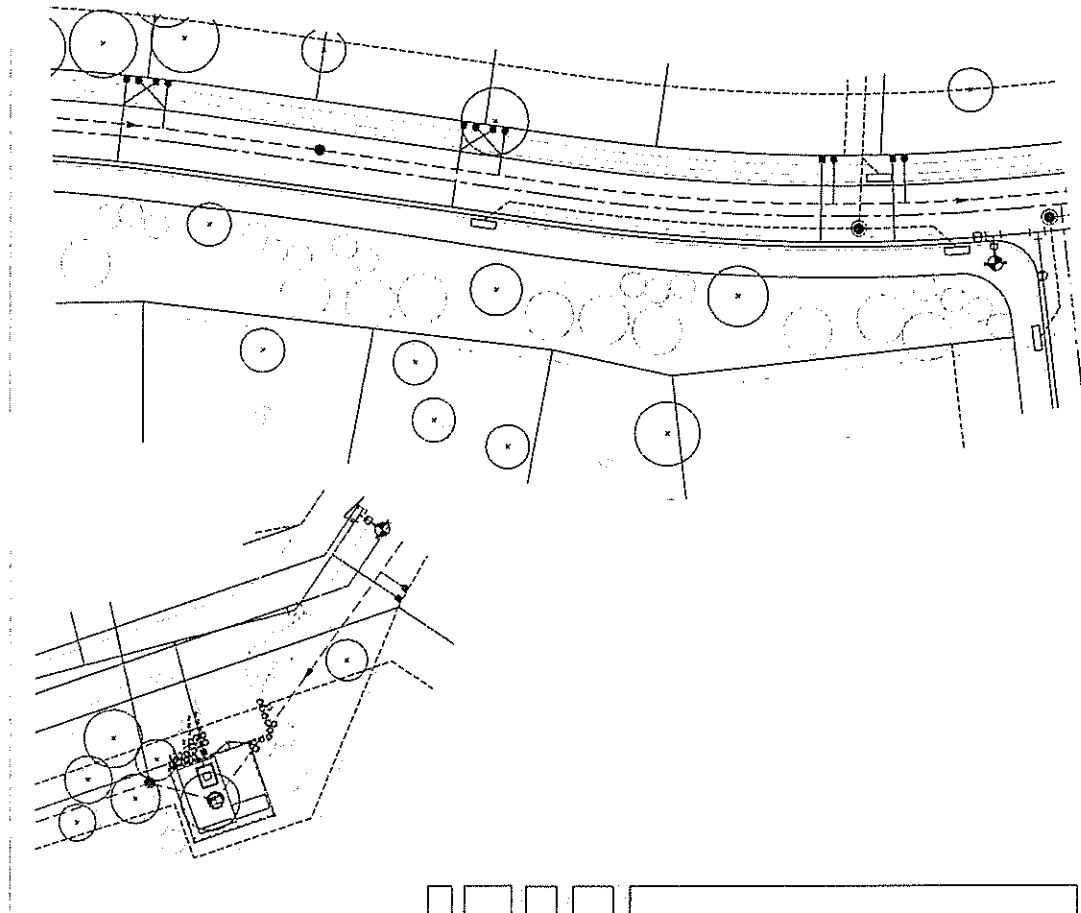
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1512) 272-0376

VALLEYCREST

[illegible][illegible]
$$-2\sigma = \frac{1}{2}Z_{\alpha/2}(\sigma_0 + \sigma) \approx \frac{1}{2}Z_{\alpha/2}(\sigma_0) \quad \text{if } \sigma_0 \approx \sigma$$

[illegible]



13

Travis County Commissioners Court Agenda Request

Voting Session 02-24-09
(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 on a Preliminary Plan in Precinct Three: McCormick Ranch Preliminary Plan (115 Lots – 211.67 acres – 12321 Selma Hughes Park Rd. – Water and wastewater service to be provided by Travis County WCID #17– City of Austin 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:

AP _____
Anna Bowlin: 854-7561
Don Perryman: 974-2786

RECEIVED
COUNTY JUDGE'S OFFICE
09 FEB 18 AM 11-08

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 11, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: McCormick Ranch Preliminary Plan

PROPOSED MOTION:

- A. Consider and take appropriate action on a Subdivision Preliminary Plan in Precinct Three: McCormick Ranch Preliminary Plan (115 Lots – 211.67 acres – 12321 Selma Hughes Park Road– Water and wastewater service to be provided by the Travis County WCID #17– City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of lots 118 total lots, (109) single-family, (6) greenbelt/drainage lots, (1) cemetery access lot, (1) amenity/park lot and (1) private street lot. There are 9,585.28 linear feet of proposed private streets associated with the plat. Parkland dedication must be satisfied at time of final plat in conformance with the Steiner Ranch Agreement between the developers and the City of Austin.

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

ISSUES:

One neighbor briefly spoke during the public hearing when the Zoning and Platting Commission heard the case on February 3, 2009. Her concerns were that the property may be developed commercially. She was informed that this was a proposed single-family development. Staff also received two written letters of opposition. Simon P. Vallee and Martha R. Vallee both returned objections concerning traffic congestion with a written response (attached), but did not speak at the public hearing. The applicant has been made aware of their concerns.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

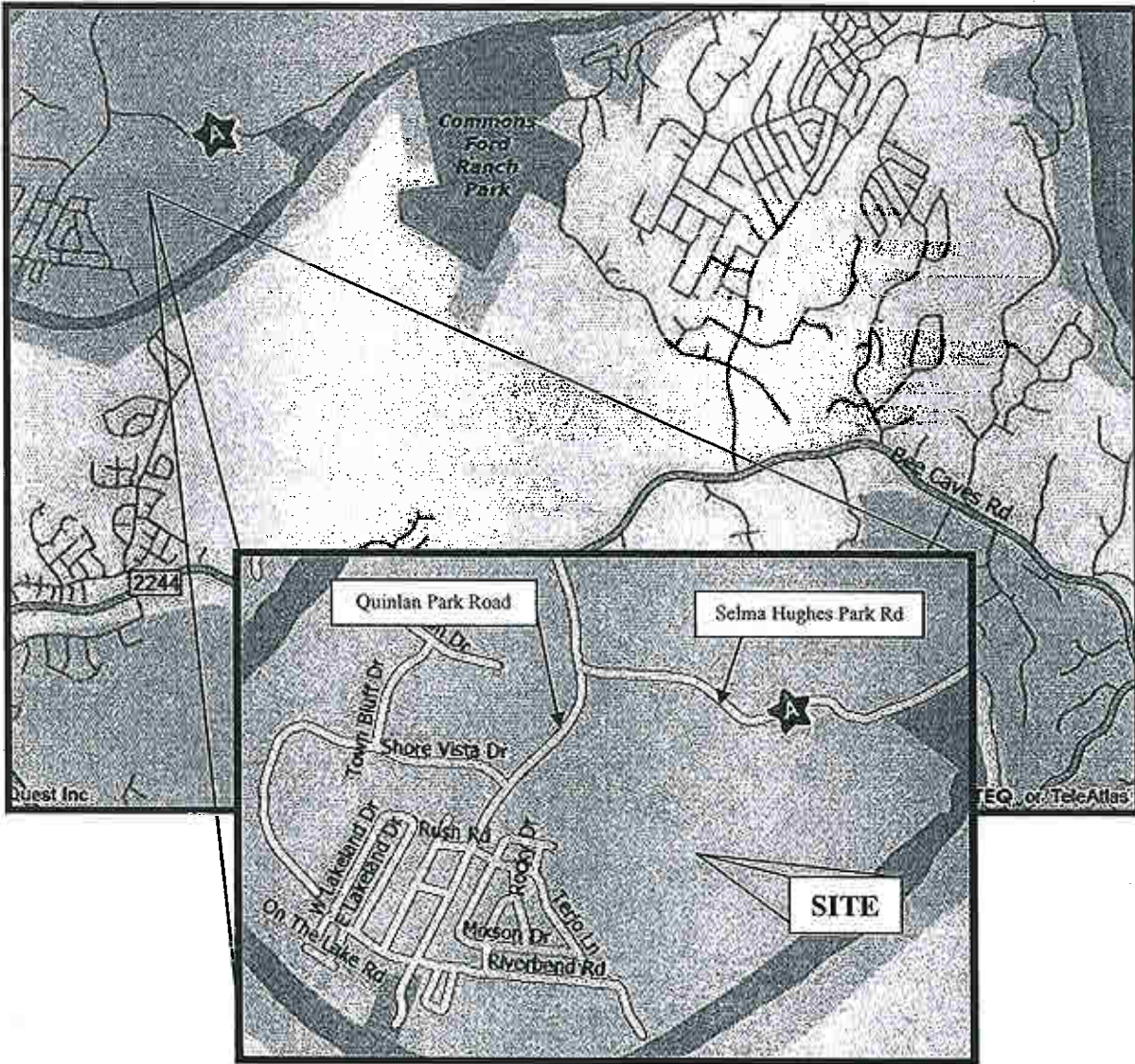
None.

EXHIBITS:

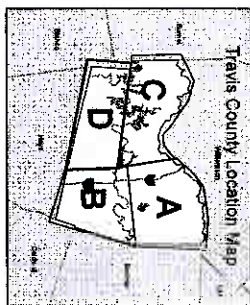
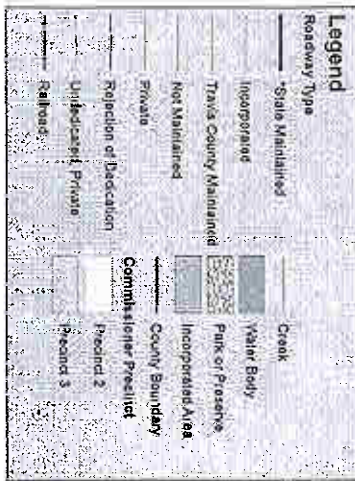
Location map, Proposed plat

AMB: dp

1105



RIO VISTA



Sources: City of Austin Reale - CCA 2004,
Unimproved Roads - Travis County
January 2008, Create NHD 05, Parks -
Travis County 2008, CCA Parks -
Travis County 2008, CCA Parks -
Travis County Year Register 2002.

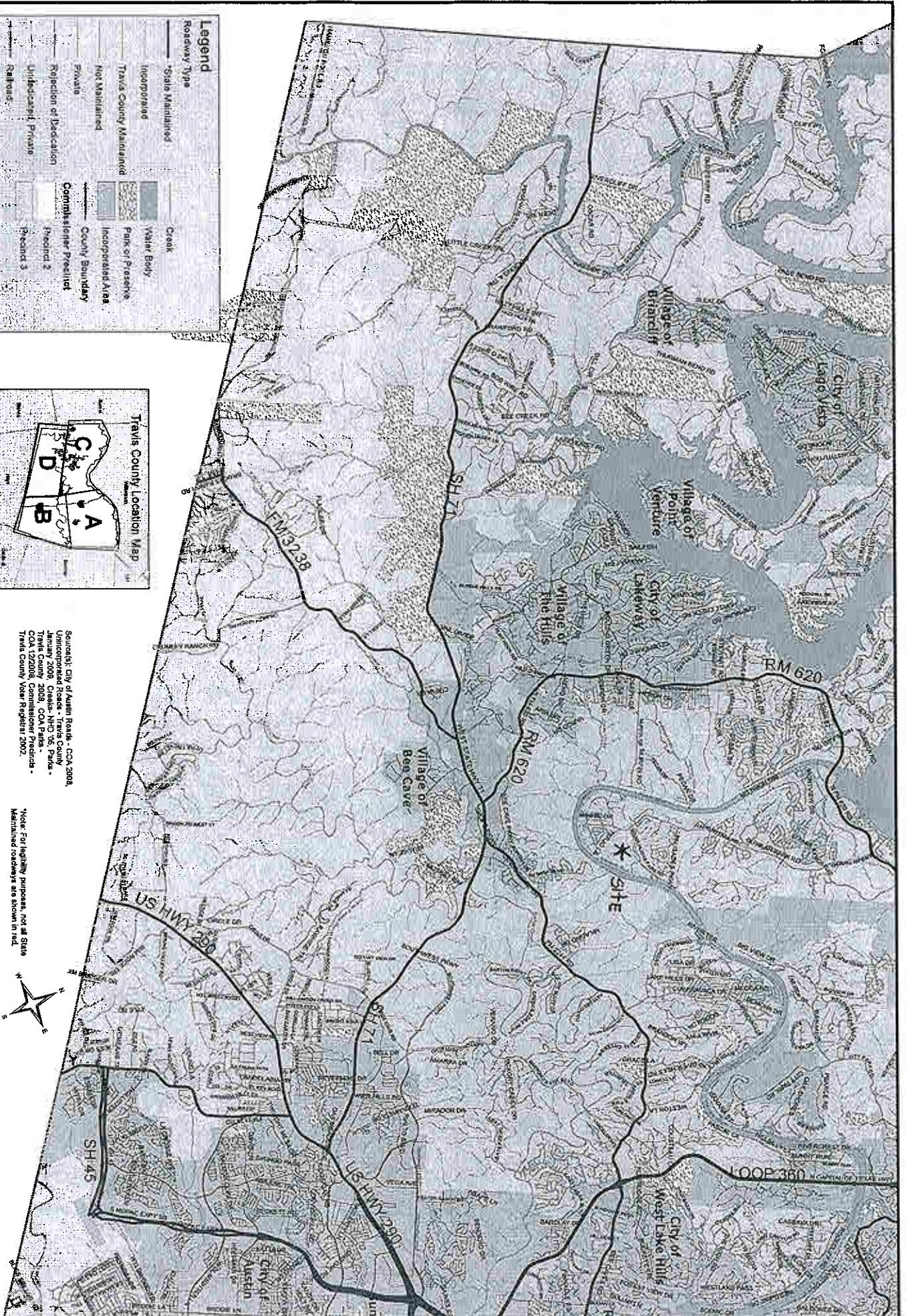
Note: For highway purposes, not all State
Maintained roadways are shown in red.



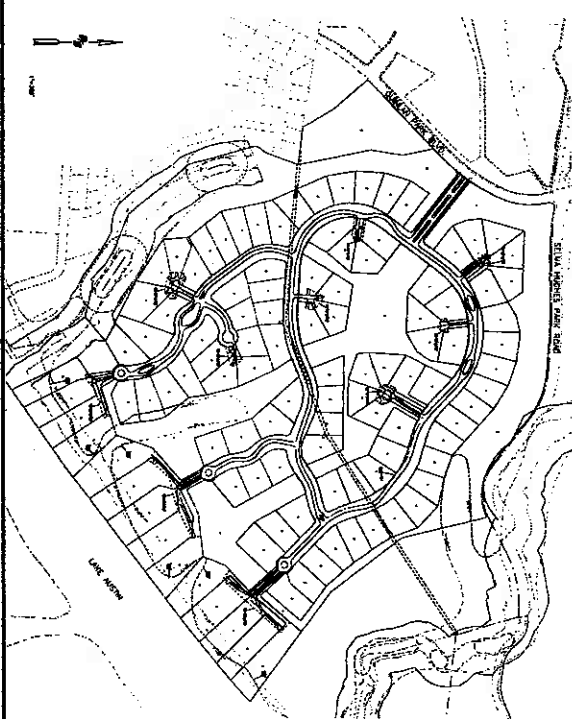
0
Miles

Travis County Roadways, Map D

Map Prepared by: Travis County
Dept. of Transportation & Natural
Resources Date: 1/17/2009
<http://www.co.travis.tx.us/maps>



PRELIMINARY PLAN FOR McCORMICK RANCH



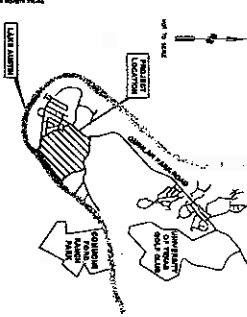
APPENDIX Q-1: NET SITE AREA

[illegible]

APPENDIX Q-2: IMPERVIOUS COVER

[illegible]

PREVISIONS

[illegible]

PRELIMINARY PLAN NOTES

Year	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

[illegible]

SHEET INDEX

UTILITIES

WATER & WASTEWATER
BIRMINGHAM WATER & SEWER
1000 15TH AVENUE
BIRMINGHAM, AL 35203
205/975-1000

ELECTRIC
ALABAMA ELECTRIC
1000 15TH AVENUE
BIRMINGHAM, AL 35203
205/975-1000

TELEPHONE
SOUTHEASTERN BELL TELEPHONE
1000 15TH AVENUE
BIRMINGHAM, AL 35203
205/975-1000

DAM
DAM & LEAK SERVICES
1000 15TH AVENUE
BIRMINGHAM, AL 35203
205/975-1000

ONE-CALL
UTILITY/COASTING SERVICES
1000 15TH AVENUE
BIRMINGHAM, AL 35203
205/975-1000

CONSULTANTS/CONTRACTORS

CIVIL ENGINEER
C FALL RIVER ENGINEERING
INC 4677 14 STREET EAST 2ND
FLOOR FALL RIVER
MASS 02723-2505 P.A.
PHONE 508-661-1111

UNIVERSITY
OF FAULKNER UNIVERSITY
400 WEST 4TH STREET, SUITE 200
MILWAUKEE, WI 53212

CONTACT: STEVE KOSOW, SVP
PHOTO: PHIL WALSH

OWNER / DEVELOPER

TA MINTA PUBLISHING, LLC
675 EASTMAN AVE. 4TH FL. CHICAGO
ILLINOIS 60611-1500. WWW.TMINTA.COM

LEGAL DESCRIPTION	CONVEYANCE
<p>ALL INTERESTS HEREIN RESERVED TO THE STATE OF TEXAS, BY AND THROUGH THE COMMISSIONER OF THE LANDS, TO THE PUBLIC SCHOOL FUNDS OF THE STATE OF TEXAS.</p>	<p>CONVEYANCE TO THE STATE OF TEXAS BOOK 412, PAGE 2911</p>

三、四、五、六、七、八、九、十、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百。

[illegible]

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FLOOD PLAIN NOTE

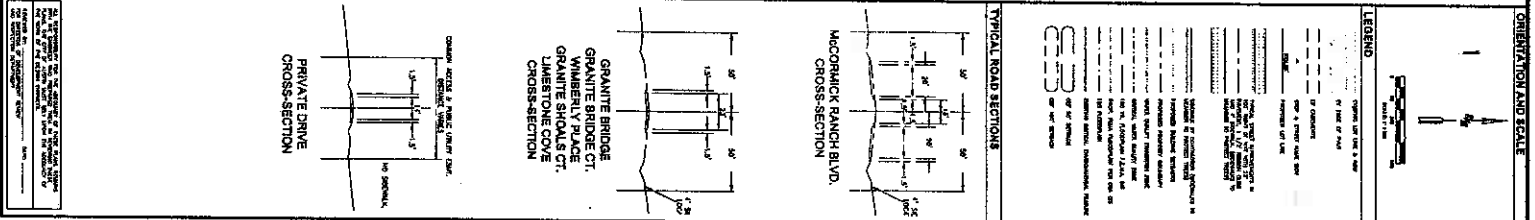
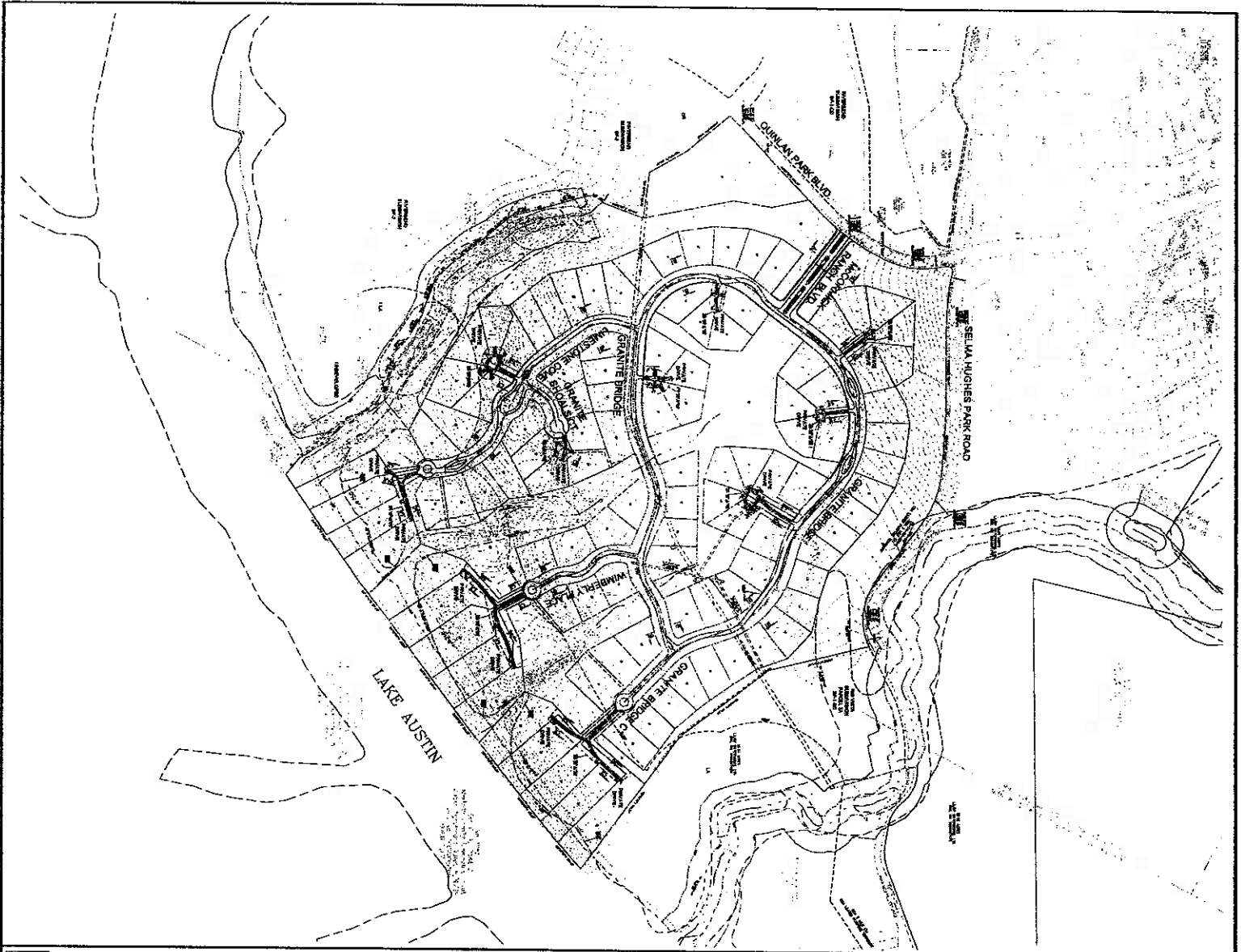
Available for sale
 We are looking for a motivated person to sell our products. A former salesperson for a major company, you will be responsible for selling our products to a wide range of customers. You will be responsible for finding new customers, developing new sales, and maintaining existing accounts. You will be responsible for all aspects of the sales process, from prospecting to closing the sale. You will be responsible for all aspects of the sales process, from prospecting to closing the sale. You will be responsible for all aspects of the sales process, from prospecting to closing the sale.

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**McCORMICK RANCH
PRELIMINARY PLAN
41 SELMA HUGHES PARK ROAD
T.R. VISTA PRESERVE**



CFE
C. F. FRAZIER
400 South Street, Suite 200
Austin, Texas 78701
P: 512.468.6770
F: 512.468.6773
P.O. Box 1226
Austin, Texas 78767-0126
www.cfraserengineering.com



McCORMICK RANCH
PRELIMINARY PLAN
 12321 SELMA HUGHES PARK ROAD
 T.R. VISTA PRESERVE

LEGEND

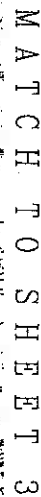
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ORIENTATION AND SCALE

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 1" = 10' VERT. SCALE

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CURVE DATA

ORIENTATION AND SCALE

[illegible]

1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved. It is important to understand the context and the stakes of the problem.

2. The second step is to analyze the problem. This involves breaking the problem down into its components and identifying the underlying causes. It is important to consider the perspectives of all parties involved.

3. The third step is to develop a plan. This involves identifying the goals and objectives of the solution and determining the steps that need to be taken to achieve them. It is important to consider the resources available and the potential risks.

4. The fourth step is to implement the plan. This involves putting the plan into action and monitoring the progress. It is important to communicate with all parties involved and to be flexible in response to changing circumstances.

5. The fifth step is to evaluate the results. This involves assessing the effectiveness of the solution and identifying any areas for improvement. It is important to gather feedback from all parties involved and to use this information to make adjustments.

C/E
C/E ENGINEERING
480 Bowie Street, Suite 200
Austin, Texas 78704
P: 512.496.8478
F: 512.496.8472
P.O. Box 1626
Austin, Texas 78767-1526
www.celineengineering.com



A/5

Perryman, Don

From: S & S Steel [sssteel@earthlink.net]
Sent: Monday, February 02, 2009 3:44 PM
To: Perryman, Don
Subject: Case Number: C8J-2008-0068 Selma Hughes Park Road

Case Number: C8J-2008-0068

Dear Mr. Perryman:

We object to the proposed development of 211 acres adjacent to Selma Hughes Park Road. We have tolerated over the past five years or more the constant construction, noise, heavy trucks and traffic, dust and = dirt, and damage to our vehicles on Quinlan Park Road.

Thousands of people have moved into our area causing traffic congestion and many more problems on Lake Austin and Lake Travis as well. But our biggest concern is that all of the beautiful wildlife that we used to see is gone.

We have lived on Terjo Lane for the past twenty-three years and have seen the changes. We have had to endure the cries of the Coyotes while being starved out. We have not heard them in a while now. They have either traveled to another area or they are dead from starvation. There are no cats left in the neighborhood, and we fear for our dogs safety if they are left out after dark.

Another concern is for our safety as well as the safety of all on Steiner Ranch because there is only one road to take out of this area, Quinlan Park Road. It would take hours for all of the cars to exit this ranch in the event of an emergency or disaster.

The building of big boxes called houses on small lots demonstrates sheer greed at the expense of others.

We implore you to deny this application.

Sincerely,

Mr. & Mrs. Simon P. Vallee
1111 Terjo Lane
Austin, Texas 78732

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

Commission is required to approve the subdivision by State law if no

variances are required, and if it meets all requirements. A board or commission's decision on a subdivision may only be appealed if it involves an environmental variance. A variance may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 300 feet of the subject property or proposed development;
- is the record owner of property within 300 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 300 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 14 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.ci.austin.tx.us/development.

Written comments must be submitted to the board or commission (or the contact person listed on the notice) before or at a public hearing. Your comments should include the board or commission's name, the scheduled date of the public hearing, and the Case Number and the contact person listed on the notice.

Case Number: C8J-2008-0068

Contact: Don Perryman, (512) 974-2786

Public Hearing:

February 3, 2009 Zoning and Platting Commission

Simon P. Vallee

Your Name (please print)

1111 Terrell Ln Austin TX 78732

Your address(es) affected by this application

Simon P. Vallee

Signature

Date

Comments:

If you use this form to comment, it may be returned to:

City of Austin

Watershed Protection and Development Review Department

Don Perryman

P. O. Box 1088

Austin, TX 78767-8810

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak **FOR** or **AGAINST** the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

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Case Number: C8J-2008-0068

Contact: Don Perryman, (512) 974-2786

Public Hearing:

February 3, 2009 Zoning and Platting Commission

Martha R. Vallee

Your Name (please print)

111 Terio Lane Austin, TX 78732

Your address(es) affected by this application

Martha R. Vallee

Signature

Date

2/2/09

Comments:

☐ I am in favor
☒ I object

If you use this form to comment, it may be returned to:

City of Austin

Watershed Protection and Development Review Department

Don Perryman

P. O. Box 1088

Austin, TX 78767-8810

14

Travis County Commissioners Court Agenda Request

Voting Session: February 24, 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 Update from Travis County Health and Human Services and Veterans Service on Development Process for FY09 Social Services RFS

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

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

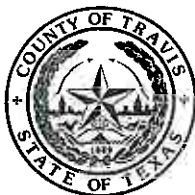
- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 FEB 17 PM 3:10

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERAN SERVICES**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

MEMORANDUM

Date: February 17, 2009

To: Members of the Commissioners Court

FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veteran Services

Subject: Planning and development for social services RFS – FY09

Proposed Motions:

Receive Update from Department on Development Process for FY09 Social Services RFS

Summary:

On February 3, staff updated the court on community feedback we have received regarding potential new investments in social services (presentation attached).

After reviewing the service options originally identified and the feedback received, Court members asked specific questions for further research:

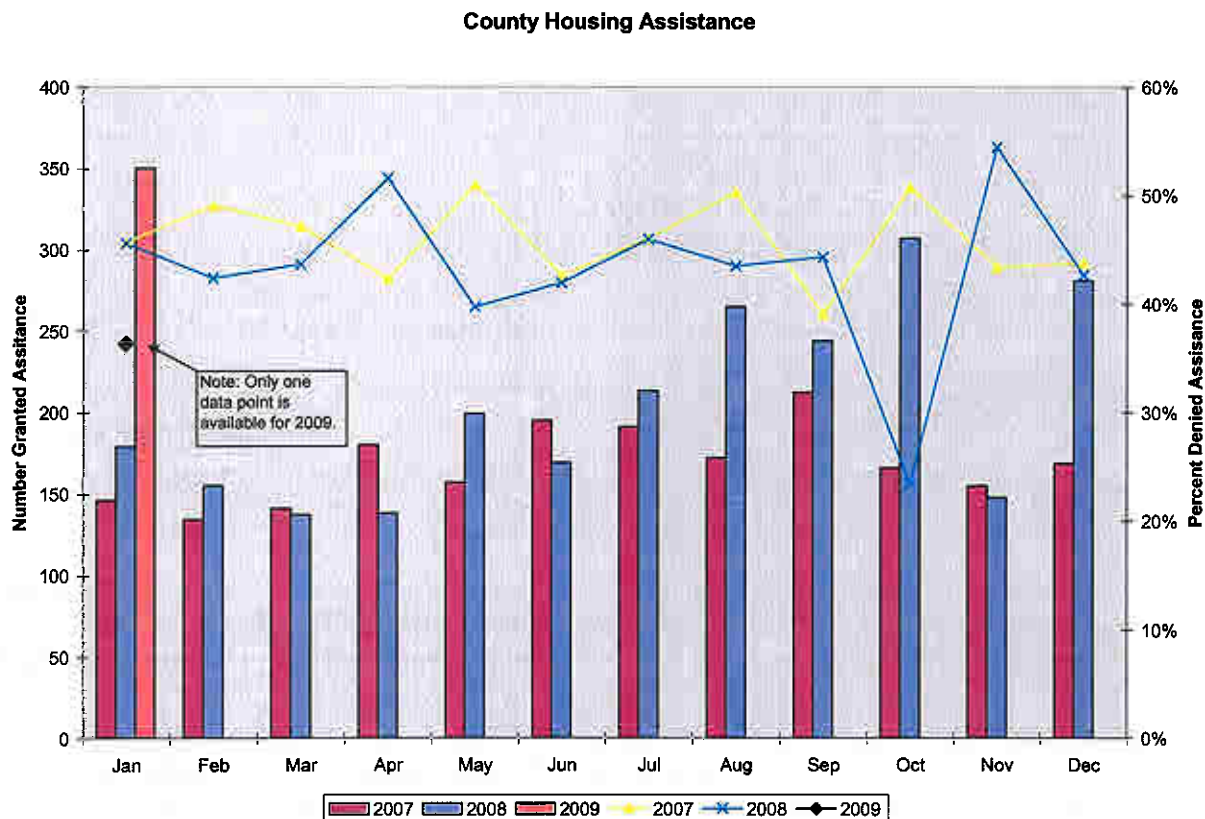
1. What data exist to demonstrate an increase in demand for basic needs assistance?
2. What data exist to demonstrate a connection between literacy and employment?

The department offers the following items in response.

1. Basic Needs:

The department has access to a range of quantitative and qualitative information to assess demand for basic needs in our community. We have prepared a diverse sample of the information available, including: our own emergency assistance programs, state programs – TANF, CHIP and Medicaid, sources of food assistance, school enrollment, quantitative and qualitative input from community based providers of other services for disadvantaged residents.

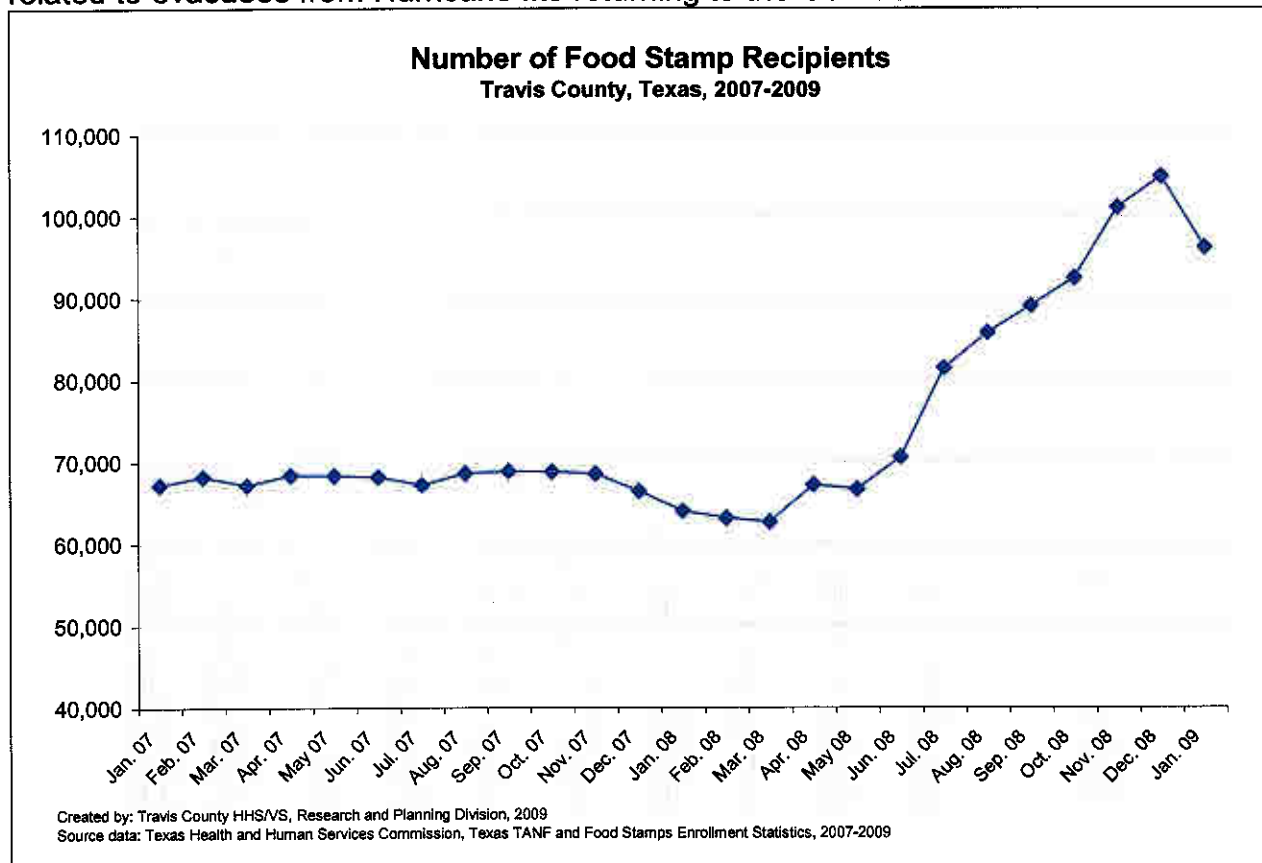
HHS Emergency Basic Needs Services: Across the major categories of assistance offered by our department and funded by Travis County (Utilities, Rent, and Food Pantry), we find moderate upward trends in the number of households awarded assistance from January 2008 to January 2009. While the general trends are upward, there is significant variation from month to month. Review of housing assistance awarded by month from 2007 to present shows a marked shift upward. With the exception of November (down 4.5%) every month since August has seen a sharp increase over the prior year: August – up 54.1%, September – up 15.1%, October – up 84.9%, December – up 66.3%, January – up 96.5%. No significant trends either way are evident in the rate of denials.



State Programs: Data from the State Health and Human Services Commission reflects mixed trends across Food Stamps, Medicaid and CHIP, and TANF. The most current information available from HHSC shows upward enrollment trends for both

CHIP (up 34% from Jan-Dec 2008) and Medicaid (up 5% from Jan-Jen 2008). TANF enrollment is the exception. Monthly enrollment is down 25% from 963 cases in January 2008, to 718 by the end of the year. It is important to note, however, that legal limits on participation make TANF a poor indicator of need in any community. Since there is a lifetime cap on the number of months one may receive assistance, individuals who do meet income eligibility may have exceeded the benefits cap and not appear on the caseload. In addition, the amount of financial assistance remains low – averaging just \$166/month per case (\$67/month per individual recipient).

Food Assistance: Food stamp participation data, suggest that food instability is rising. While the number of food stamp recipients in Travis County remained relatively stable from January 2007 through May 2008, the number of recipients rose by 57% between May and December 2008. Hurricane Ike created a significant influx of food stamp recipients beginning in mid-September, but food stamp participation in Travis County had already risen sharply (29% or by 19,114 participants) in the four months prior to Ike (or between May and August 2008). While participation decreased between December 2008 and January 2009, food stamp participation in January 2009 (96,077) was still about 50% greater than in January 2008 (63,905); it is expected that the decline is related to evacuees from Hurricane Ike returning to the Gulf Coast.



School Enrollment: From 2003-2008, total student enrollment in the 7 Travis County school districts has grown by 10.36%. At the same time, the percentage of

economically disadvantaged students has grown by 19%. The growth in economically disadvantaged students is outpacing the general student population growth.

Provider Interviews: As part of our department's contract management system, programmatic staff conducted site visits. As part of these visits, staff conducted semi-structured interviews using open-ended questions to better understand the programs and services, and the context in which they work. Through these interviews, some common themes emerged, including:

- Economic conditions have increased client needs and demands on service providers;
- Providers are seeing a more diverse client populations;
- Increased mental health/substance abuse issues were reported;
- Agencies reported that clients are moving out of Austin toward Del Valle, Pflugerville, and other outlying areas of the county.

Community Programs: A number of community partners have also provided data indicative of how the economic situation has influenced need in our community. These include:

- The Community Tax Centers operated by Foundation Communities have already prepared 3931 tax returns, 30% more returns compared to this point last year. They have delivered 40% more refunds (\$8.4 million) and 22% more EITC refunds (\$3.6 million);
- Capital Area Food Bank cites a number of trends that indicate rising demand for food assistance
 - Collectively, CAFB agencies reported a 32% increase in clients during 2008.
 - October 2008 was the largest output in CAFB's 27 year history. (Nearly 2 million pounds of food for entire service area; about 816,000 pounds of this was in Travis County.)
 - In 2008 CAFB purchased \$1.8 million in food to close the gap (in comparison, they purchased about \$115,000 in 2001), yet CAFB partner agencies still reported shortages and rationing.
- Caritas of Austin reports more than a 500% increase in requests for assistance from eligible families in Oct-Dec 2008 compared to the same months in 2007.
- 2-1-1 experienced a 19% increase in the number of calls received for basic needs in 2008 compared to 2007. This included a 34% increase in calls regarding food, 19% regarding utility assistance, and 14% regarding housing assistance

2. Literacy:

The National Center for Education Statistics (NCES) in the US Department of Education conducts periodic surveys adult literacy (NALS in 1993, NAALS in 2003)¹. In

¹ Data collection for the [main NAAL](#) study and concurrent state assessment, [SAAL](#), was conducted in 2003 using in-person household interviews. Over 18,000 adults participated, selected from a sample of over 35,000 households that represented the entire U.S. household population age 16 and over—about 222 million

conducting these studies, researchers have established a "literacy continuum", rather than simply classifying people as "literate" or "illiterate". There are powerful correlations between low literacy and poverty, crime, and unemployment. Specific to employment, the 2003 National Assessment of Adult Literacy found the following:

	% Employed Full Time	% Employed Part Time	% Not in Labor Force
Below basic literacy level	35%	10%	51%
Basic literacy level	44%	12%	38%
Intermediate literacy level	54%	14%	27%
Proficient literacy level	64%	14%	18%

Budgetary and Fiscal Impact:

This update is part of an ongoing process to finalize an investment strategy for additional dollars allocated to the department for FY09.

Issues and Opportunities:

TCHHS&VS is working toward new investments of \$450,000 in social services.

Background:

Commissioners Court allocated \$450,000 for new social services investments during the FY09 budget process. Department staff made original recommendations based upon extensive work during 2008 with City of Austin and United Way partners to identify issues and service gaps that were most pressing. More detailed options were presented to the Court during November 2008, at which point Commissioners asked for additional feedback from the community. Through December and into early January, department staff presented to a range of community groups and invited additional comment. Comments received were presented to the Court on February 3 after this item was bumped from the work session on January 29.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Rodney Rhoades, Executive Manager, Planning and Budget Office
 Travis Gatlin, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Americans (U.S. Census Bureau, Current Population Survey 2003). In addition, approximately 1,200 inmates from 107 federal and state prisons were assessed in early 2004 for the [prison assessment](#), which provides separate estimates of literacy levels for the incarcerated population.



Workforce Development RFS

Travis County HHS&VS
Feb 3, 2009



Process to date

- Court approved general direction, department worked through Purchasing to complete RFS
- RFS released November 2008, closed December 23, 2008
- Received 7 responses for a total of \$1,035,167 (range from \$100,000 to \$215,000)
- Review panel met, completed scoring, January 9, 2009



Review Criteria

- Description of programs/services to be provided
- How the program works with local employers
- Target output and outcome goals
- Client populations targeted
- Rationale behind program design
- How and to what degree other resources will be leveraged
- Cost per participant



Scoring Summary

Workforce Solutions	\$204,359	21.15
Ventana Del Soul	\$215,000	19.00
Capital IDEA	\$100,899	18.58
Skillpoint Alliance	\$115,000	17.69
Goodwill	\$185,909	17.30
American Youthworks	\$100,000	16.50
Austin Academy	\$114,000	15.63



Expanded Social Service Investments

Travis County HHS&VS
FY2009



Background: County

- **Information process – with City and United Way**
 - Analysis of current community conditions data
 - Findings from community conversation (focus group) processes
 - Analysis of outside funding requests
 - Alignment with department priorities and interests
- **Identified the following broad areas for attention**
 - Basic needs: direct services and/or help to access federal benefits;
 - Literacy and English as a Second Language
 - Community based mental health services
 - Pilot and evaluate service delivery approaches that offer more intensive/comprehensive service to priority groups



Background: Partners

- City of Austin
 - FY09 budget increased investment in social services by 3.5%
 - Considered similar targeted investments in the same broad areas
 - Implemented across the board increase for existing services/agencies
 - Currently working on procurement processes to reassess investments in social services



Background: Partners

- United Way
 - Completed transition to new system, new investments during 2007
 - Education – early childhood and youth
 - Health
 - Financial Stability
 - Continue with limited targeted investments to meet emerging needs
 - New RFS process on schedule for 2010



Court Action

- During the FY09 budget process, allocated \$450,000 for new, targeted investments in social services
 - Court reviewed range of options offered by staff
 - Directed department to gather further input from across the community to inform final decisions



Summary of Options

	Comprehensive Services Model	Community Based Mental Health	Basic Needs	Literacy and ESL (Capacity Building)
Goal	Self-sufficiency ¹	Access to mental health services	Housing stability ²	Improve literacy/English proficiency ³
Target Population	Households at risk of homelessness	Residents below 200% FPIG with identified MH need	Households at risk of homelessness	Volunteers to serve vulnerable populations
Services	<ul style="list-style-type: none"> • Case management • housing assist. • capacity building • education/training • other support as needed (12 months)	<ul style="list-style-type: none"> • Case management • Therapy • Psychiatric services (up to 12 months)	One-time assistance plus case management (3-6 months)	"Train the trainers" instruction Volunteer recruitment and training (12 months to increase capacity)
Estimated Cost	\$13,333/household; Minimum of \$400K for 30 households	Minimum \$100K for a unit of 20 clients	Minimum of \$150K for a unit of 40 households	\$55K: Train-the-Trainers for 15, recruit and train 150 new literacy instructors"



Additional Requirements

- Any services purchased through this new investment will be expected to address the following requirements:
 - Reach outlying areas of Travis County
 - Utilize evidence based practices
 - Cooperate with County funded third party evaluation



Community Input

- HHS staff have solicited input from numerous community groups:
 - CAN Resource Council, Administrative Team, and Community Council
 - Resource Council and Community Council televised for greater exposure
 - Austin Area Human Services Association
 - Basic Needs Coalition of Central Texas
 - Austin Disproportionality Committee



Community Input

- To date - received 21 items in response:
 - 17 in support of the Literacy/ESL capacity building option from individuals associated with the Literacy Coalition of Central Texas;
 - One in support of the “comprehensive model” and/or increased investment in BSS from the Executive Committee of the Basic Needs Coalition;
 - One in support of community based mental health services from the ED of the Samaritan Counseling Center
 - One advocating for Foreclosure Prevention Counseling
 - Two representing the Austin Disproportionality Committee – advocating assistance for low income families in 78723
 - *Expect additional feedback from the current Best Single Source “funded partners”*



Key points to consider...

- Evaluation criteria
- Length of award – one year, on-going, renewal options
- Viability and-or Sustainability of project beyond county funding
- Prioritizing of Special Populations – re-entry, children aging out of foster care, CPS involved, disabled...
- “Qualified” recipients – non-profits, public, private,
- Coalitions versus Single entity requests

15

BUDGET AMENDMENTS AND TRANSFERS**FY 2009**

COUNTY JUDGE'S OFFICE

09 FEB 19 PM 1:21 2/24/2009**AMENDMENTS**

BA#	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 1,328,530	1
	001	4952	621	8020	TNR	Automobiles & Trucks	\$ 965,280		
	001	4952	621	8043	TNR	Yards,Grounds,Agri Equip	\$ 363,250		
A2	001	9800	981	9891	Reserves	CAR Reserves		\$500,000	4
	001	3735	583	8002	Sheriff	Software	\$500,000		
A3	001	9800	981	9891	Reserves	CAR Reserves		\$68,000	9
	001	1415	821	3011	Facilities	Bldg Maint Equip/Supp	\$3,615		
	001	1415	821	8011	Facilities	Bldg Maint Equip	\$64,385		




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Manager 

DATE: February 18, 2009

SUBJECT: Budget Adjustment Related the Purchase of FY 09 Approved Vehicles

The attached Budget Adjustment from the Allocated Reserve in the amount of \$1,328,530 is intended to purchase approved vehicles that have funding in the upcoming FY 09 Certificate of Obligation issuance.

TNR states that the department will need to purchase these vehicles in advance of the anticipated receipt of CO proceeds in late May or early June. TNR specifies various reasons for this request including the timing of anticipated grant funds that could be used to match the purchase of hybrid vehicles.

The Commissioners Court approved the corresponding reimbursement resolution on February 10, 2009. A reimbursement resolution allows the County to use a non-CO fund source to initially fund a project and then to have that fund source reimbursed when the bond proceeds are received. These funds are anticipated to be replenished by June of 2009 once the proceeds from the sale of the proposed CO's have been received. PBO concurs.

cc: Joe Gieselman (TNR)
Sheryl Holder (TNR)
Mike Joyce (TNR)
Cynthia McDonald (TNR)
Leroy Nellis (TNR)
Sean O'Neal (County Auditor's Office)
Jose Palacios (County Auditor's Office)
Rodney Rhoades (PBO)
Susan Spataro (County Auditor)


Last Updated 02-23-09 at 10:48am

**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

February 12, 2009

MEMORANDUM**TO:** Rodney Rhoades, Executive Manager PBO**FROM:** 
Joseph P. Gieselman, Executive Manager TNR**SUBJECT:** Transfer from Allocated Reserves to the Appropriate Expense Accounts

Proposed Motion: TNR is requesting approval of transfers totaling \$1,328,530, from the allocated reserve account 001-9800-981-9892 to the appropriate expense accounts.

Summary and Staff Recommendation: TNR recommends approval to move \$1,328,530 from the general fund allocated reserve account for the purchase of vehicles approved for purchase from the new FY09 Certificates of Obligations (C.O.) and in our agenda request approved in Commissioner's Court on 02/10/09, item #20.

Budgetary/Fiscal Impact: Temporary use of general fund reserves pending receipt of bond proceeds.

Required Authorization: Planning and Budget Office

MAJ:JPG:mj

Cc: Jessica Rio, Planning and Budget Office
Sheryl Holder, TNR Financial Services

Budget Adjustment: 14960

Fyr _ Budget Type: 2009-Reg

Author: 49 - MCDONALD, CYNTHIA

Created: 2/17/2009 9:04:00 AM

PBO Category: Amendment

Court Date: Tuesday, Feb 24 2009

Dept: RESERVES

Just: Other

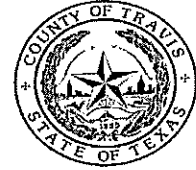
Transfer necessary to move funds from the Unallocated Reserves to Fleet Services to fund vehicles approved for purchase in the FY09 CO's. This transfer is in association with TNR's Reimbursement Resolution request that was approved by CC on 02/10/09, item #20.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			1,328,530
				1,328,530
To Account		Project		Amount
001-4952-621-8020	AUTOMOBILES & TRUCKS			965,280
001-4952-621-8043	YARDS, GROUND, AGRICTRL EQ			363,250
				1,328,530

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	2/17/2009 9:04:33 AM
DepOffice	49	CYNTHIA MCDONALD	2/17/2009 9:04:36 AM
DepOfficeTo	49	CYNTHIA MCDONALD	2/17/2009 9:04:38 AM



2/19/09



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

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

DATE: February 13, 2009

SUBJECT: CAR Amendment for Sheriff's Office Corrections Medical Software System Related to 2008 SCAAP Reimbursement

The Sheriff's Office (SO) is requesting approval of a budget amendment from the CAR Reserve (001-3988-981-9891) to SO Corrections of \$500,000 for the purchase of an inmate Medical Records Software System (MRSS).

On November 18, 2008 the Commissioners Court accepted the 2008 SCAAP reimbursement, which included a \$500,000 appropriation request and recommendation for the MRSS by the SO and PBO respectively. It was approved on consent posted as Item 32 C by a 4-0-1 vote. However, because of the timing of accrual of the 2008 SCAAP Reimbursement and the Court's acceptance it is necessary proceed with this budget amendment in FY 09 from the existing CAR Reserve in order to timely proceed with the MRSS. It should be noted that as in 2007, this reimbursement for 2008 is restricted, under the terms of the acceptance, to Corrections use.

The practical effect of this amendment beyond the \$500,000 MRSS acquisition is to reduce the FY 10 appropriation from the \$1,239,273 to the remaining \$739,273. The Sheriff has concurred with this. Please see the attached memorandum from the Sheriff's Office for further information.

PBO concurs with this request by Sheriff's Office for the transfer of \$500,000 for the purchase of a Corrections MRSS, with the balance of the 2008 SCAAP reimbursement of \$739,273 for Corrections purposes being deferred for appropriation in the FY 10 budget process.

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

Cc: Sheriff Greg Hamilton
Darren Long, Major, Corrections Bureau, TCSO
Mark Sawa, Major Administrative Bureau, TCSO
Michael Hemby, Planning Manager, TCSO
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Manager, PBO



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DAVID BALAGIA
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Administration & Support

February 10, 2009

MEMORANDUM

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

FROM: Sheriff Greg Hamilton *GH*

SUBJECT: Transfer of Funding Related to 2008 SCAAP Acceptance

The Sheriff's Office requests the court's approval of Budget Amendment request on the system for \$500,000 from the CAR Reserve to Medical Services for the Medical Services Software System.

On November 18, 2008 the Commissioners Court approved the SCAAP acceptance, which includes the \$500,000 recommendation for the Medical Records system. It was approved on consent posted as Item 32 C by a 4-0-1 vote.

There is a history (attached) behind the management of this Budget Amendment which requires, that we proceed with this budget amendment in FY 09 from the existing CAR Reserve according to the Planning and Budget Office.

This will have the practical effect of using \$500,000 of the 2008 SCAAP Reimbursement of \$1,239,273, and deferring an appropriation of the remaining \$739,273 into the FY 10 budget process. Thus, the Sheriff's Office understands and agrees that the SCAAP request for FY 10 will match the remaining \$739,273 from the FY 08 SCAAP Reimbursement.

We have been advised that this is a technical requirement due to the certification of the SCAAP revenue but we request an expeditious review and consideration of this matter as we continue to move forward with the acquisition of the Automated Medical Records project that was part of the court's approval on November 18th.

If you have any questions please feel free to contact our offices at 854-9770.

cc. Francisco Ordaz, Finance Director
Mark Sawa, Administration and Support Major
Michael Hemby, Planning Manager

2008 SCAAP Acceptance Chronology

- September 15 - Auditor's Fifth Revenue Estimate for FY 09 Budget does not include the 2008 SCAAP Reimbursement.
- September 26 - Sheriff's Office receives notification from the Bureau of Justice Assistance U.S. Department of Justice (BJA) of FY 2008 SCAAP award in the amount of \$1,239,273.
- September 30 - Auditor's Office records a Revenue Accrual of \$1,239,273 from the BJA in 001-3735-324-1010. The posting date of this accrual was October 20, 2008 under AJ-12763NS
- October 29 - Sheriff's Office (SO) requests PBO to place on the Commissioners Court Agenda approval of the 2008 SCAAP award from the BJA of \$1,239,273 as reimbursement for prior year expenditures from July 1, 2006 through June 30, 2007, with the condition that these funds be restricted solely to Corrections expenses. SO requests that along with this acceptance after certification by the Auditor, that \$500,000 be appropriated for a Medical Records software system.
- November 7 - PBO places the SO request for acceptance of the SCAAP award of \$1,239,273 and supports the request for the \$500,000 appropriation for the Medical Records system in FY 09 and defers a recommendation on the balance of \$739,273 for Corrections as a part of the FY 10 budget process.
- November 18 - Commissioners Court approves SCAAP acceptance, which includes the \$500,000 recommendation for the Medical Records system, on consent posted as Item 32 C by a 4-0-1 vote. SO then requests revenue certification from the Auditor's Office of the 2008 SCAAP award.
- November 24 - SO is informed by Auditor's Office, that it can not be certified as a FY 09 revenue because of the revenue accrual into FY 08 because receipt was expected within 60 days of year-end. The SO indicated that the Purchasing process was well along and the appropriation of the \$500,000 for the Medical Records system would be needed "rather urgently" in FY 09.
- November 24 - Auditor's Office (Kimberly Walton) indicated in a follow-up e-mail that the accrual fell to fund balance and that "As it is a reimbursement of previously incurred expenses, the use of the cash is up to PBO.

Documentation of all this event chronology is in hand. WD

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

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Budget Adjustment: 14956

Fyr_ Budget Type: 2009-Reg

Author: 37 - ORDAZ, FRANCISCO

Created: 2/13/2009 4:14:05 PM

PBO Category: Amendment

Court Date: Tuesday, Feb 24 2009

Dept: RESERVES

Just: CommCodeRq

CAR funding to be reimbursed from SCAAP for Medical software.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			500,000
				500,000
To Account		Project		Amount
001-3735-583-8002	SOFTWARE			500,000
				500,000

Approvals	Dept	Approved By	Date Approved
Originator	37	FRANCISCO ORDAZ	2/13/2009 4:14:47 PM
DepOffice	37	FRANCISCO ORDAZ	2/13/2009 4:15:00 PM
DepOfficeTo	37	FRANCISCO ORDAZ	2/13/2009 4:15:19 PM

Page 1





PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana Ramirez, Sr. Budget Analyst

DATE: February 19, 2009

RE: Request from Facilities Management Department (FMD) for \$68,000 for emergency repair of Criminal Justice Center (CJC)/Gault Chiller

FMD is requesting \$68,000 in midyear funding to repair a chiller on the CJC/Gault Building that had a catastrophic failure. FMD asked PBO to identify appropriate funding for this request. The department indicates that it is too early in the fiscal year to determine if the department's budget has sufficient savings to fund this internally.

PBO worked with the County Attorney's Office to determine whether savings from Certificate of Obligation (CO) Fund 510 could be used to fund this request. The savings in this fund are from the CJC/Gault Building Renovation Project. Unfortunately, it was determined that repair work does not constitute a capital project thus making this fund source inappropriate.

For those reasons, PBO is recommending that the \$68,000 request be funded from the CAR Reserve.

cc: Roger El Khoury, John Carr, Amy Draper, FMD
Alicia Perez, Barbara Smith, Admin Ops
Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO

Budget Adjustment: 14692

Fyr _ Budget Type: 2009-Reg

Author: 14 - DRAPER, AMY

Created: 1/29/2009 7:53:16 AM

PBO Category: Amendment

Court Date: Tuesday, Feb 24 2009

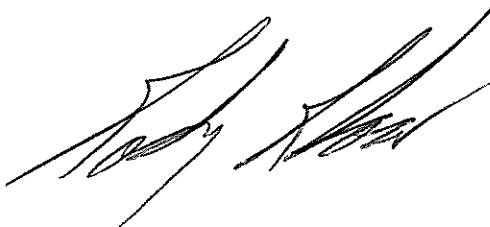
Dept: RESERVES

Just: Other

Transfer from CAR to cover replace seized compressor and cost of refrigerant required to replace compressor for Gaul/CJC chiller

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			68,000
				68,000
To Account	Project			Amount
001-1415-821-3011	BUILDING MAINT EQUIP/SUPP			3,615
001-1415-821-8011	BUILDING MAINT EQUIPMENT			64,385
				68,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	1/29/2009 7:54:20 AM
DepOffice	14	AMY DRAPER	1/29/2009 7:54:21 AM
DepOfficeTo	14	AMY DRAPER	1/29/2009 7:54:22 AM



2/19/09

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
\$6,196,248	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

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

\$2,959,883 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
\$583,927 Current Reserve Balance			

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
(\$56,250)	Purchasing	2/5/09	BEFIT Consultant
\$158,572 Current Reserve Balance			

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

COUNTY JUDGE'S OFFICE

Please consider the following item for:

02-24-09

09 FEB 18 PM 2: 29

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

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

- a) Grant application with the Office of the Governor, Criminal Justice Division State 421 Fund to implement a parenting skills program in the Juvenile Probation Department.
- b) Grant application with Office of the Governor, Criminal Justice Division for the Juvenile Assessment Center Grant in the Juvenile Probation Department to provide juveniles with a Comprehensive Adolescent Severity Inventory.
- c) Grant application with the Office of the Governor, Criminal Justice Division for the Safe and Drug Free Schools Grant Program for Juvenile Probation Department to purchase Cognitive Behavior Therapy (CBT) curriculum.
- d) Grant contract to the Texas Association of Community Action Agencies, Inc. for Health and Human Services and Veterans Services to provide weatherization measures and basic energy education to those qualified customers living within Travis County.
- e) Grant contract to the Automobile Burglary and Theft Prevention Authority (ABTPA) for the Sheriff's Office to reduce auto theft rates in the task force area.

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

2/24/2009

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	FTEs	Notes	Page #
Applications								
a	45 Parent Project	09/01/2009 - 08/31/2010	\$31,110				1	1
b	45 JABG (Local) Juvenile Assessment Center	09/01/2009 - 08/31/2010	\$87,047		\$9,672	1.5	1	27
c	45 Safe and Drug Free Schools CBT Re-Entry Program	09/01/2009 - 08/31/2010	\$14,386				1	50
Contracts								
d	58 Oncor Weatherization Project Amendment One	11/1/2008 - 10/31/2009		\$32,259			1	73
e	37 SCATTTF - Sheriff's Combined Auto Theft Task Force	2/1/2009 - 8/31/2009	\$66,077				1	82

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.

		Grant	County		Cm. Ct. Approval
Dept	Name of Grant	Amount	Match	FTEs	Date
58	AmeriCorp	\$301,429	\$281,599	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000		11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928			11/18/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215		12/16/2008
45	Young Offender Planning Grant	\$300,000		3	12/16/2008
19	Family Violence Accelerated Prosecution	\$98,842	\$53,223	1.39	1/6/2009
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	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
37	Office of Community Oriented Policing Program	\$350,738				11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273				11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000				12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000			12/16/2008
58	RSVP	\$61,281	\$6,128		0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800			12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955			1	12/30/2008

23	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team	\$685,586			4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000				1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859				2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002				2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666		1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988		1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014				2/17/2009
24	Drug Diversion Court	\$160,041			1	2/17/2009
22	Drug Court (State) Program	\$98,500			1	2/17/2009
		\$6,111,011	\$1,170,701	\$124,000	29.25	

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FY 2009 Grants Summary Report

Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	2/17/2009
22	Drug Court Program	\$65,665.96			1	2/17/2009
Total Outstanding		\$ 596,442	\$ 44,224		9.75	

* Original Grant Column shows Beginning FY'08 Amount

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FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
Total Outstanding		\$761,815.25	\$ -		6.00		

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GRANT SUMMARY SHEET

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

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

Grant Title:	Parent Project		
Grant Period:	From:	09/01/09	To: 08/31/10
Grantor:	Office of the Governor, Criminal Justice Division State 421 Fund		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:		30,500.00				30,500.00
Capital Equipment:						
Indirect Costs:		\$610.00				\$610.00
Total:	0	\$31,110.00	0	0	0	\$31,110.00
FTEs:						0.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
Applicable Depart. Measures		12/31/08	3/31/09	6/31/09	9/30/09	
Number of parents served.	72	N/A	N/A	N/A	N/A	108
Number of program youth served.	48	N/A	N/A	N/A	N/A	72
Number of service hours completed.	16	N/A	N/A	N/A	N/A	16
Measures For Grant						
	48	N/A	N/A	N/A	N/A	72
Outcome Impact Description	Number of program youth completing program requirements					
	43	N/A	N/A	N/A	N/A	64
Outcome Impact Description	Number of program youth exhibiting a decrease in antisocial behavior.					

	43	N/A	N/A	N/A	N/A	64
Outcome Impact Description	Number of program youth exhibiting a decrease in substance use					
	43	N/A	N/A	N/A	N/A	64
Outcome Impact Description	Number of program youth exhibiting an improvement in family relationships.					
	43	N/A	N/A	N/A	N/A	64
Outcome Impact Description	Number of program youth exhibiting an improvement in school attendance.					

PBO Recommendation:

The Juvenile Probation Department is requesting approval to submit a grant application to the Office of the Governor, Criminal Justice Division for State 421 Grant funds to implement a parenting skills program specifically for parents with strong-willed or out-of-control children.

The grant does not require a County match and PBO recommends approval of the request.

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

As part of a multi-faceted approach to working with juvenile offenders to reduce delinquency, the Travis County Juvenile Probation Department (TCJPD) intends to identify and implement a parenting skills program designed specifically for parents with strong-willed or out-of-control children. Research will be done to locate a parenting skills program which recognizes the primary role of parents in their child's life and is designed to provide parents with specific tools to successfully intervene in destructive adolescent behavior. The monies from this proposal will be used to train up to 30 TCJPD staff as certified parenting-skills facilitators.

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

N/A

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.

N/A

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

Approved Rate - 2% or Less

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. TCJPD will seek funds to continue the project.

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

The Texas juvenile justice system aims to protect the state's citizens while holding juvenile offenders--and their parents--accountable for their actions, while teaching the juvenile to become a contributing member of society. Judge Jeanne W. Meurer, of the 98th District Court, Austin, Texas, has stated that "treating just the juvenile is not enough anymore. The parents need help providing the proper guidance, values-clarification, and boundaries". She states that during her 20 years on the bench, parenting skills are needed now more than ever. She also states that she is beginning to see cases where the parent was also in the system as a juvenile.

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.

TCJPD participates in the Community Planning process. Under the Criminal Justice Planning (Fund 421) funding matrix of the FY 09-10 Community Plan for Travis County, "Family Stability" is listed as the #1 priority for programs to address.

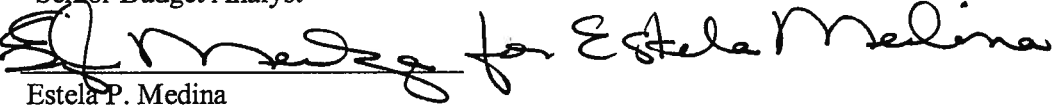



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Ruthanne Shockley
Grant Coordinator

SUBJECT: FY 10 CJD State 421 Funds Grant Proposal

DATE: February 13, 2009

As part of a multi-faceted approach to working with juvenile offenders to reduce delinquency, the Travis County Juvenile Probation Department (TCJPD) intends to identify and implement a parenting skills program designed specifically for parents with strong-willed or out-of-control children. Research will be done to locate a parenting skills program which recognizes the primary role of parents in their child's life and is designed to provide parents with specific tools to successfully intervene in destructive adolescent behavior. A grant proposal to the Governor's CJD under the 421 State Funds RFP in the amount of \$31,110 is being requested for this project.

Please review this item and place it on the **February 24th** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Dede Bell, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief
Laura Rodriguez, Division Director
Sylvia Mendoza, Division Director, Financial Services
Mike Williams, Financial Analyst
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Parenting Skills Project be operated; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Juvenile Assessment Center to the Office of the Governor, Criminal Justice Division.

Signed by: _____

SAMUEL T. BISCOE, County Judge

Passed and Approved this 24th of February, 2009

Grant Application Number: **2151101**

Agency Name: Travis County

Grant/App: 2151101 **Start Date:** 9/1/2009 **End Date:** 8/31/2010

Project Title: Parent Project

Status: Application Pending Submission

Eligibility Information

Introduction

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

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

Submission Process

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

Selection Process

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

Funding Decisions

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

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

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

Adoptions by Reference

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

Community Plans

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

Juvenile Justice and Youth Projects

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

Monitoring

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

Your organization's Texas Payee/Taxpayer ID Number:

746000192

Application Eligibility Certify:

Created on:1/29/2009 11:54:29 AM By:Ruthanne Shockley

Profile Information

Introduction

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

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

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


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

Updating Grant Officials on Active Grants:

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

Getting Started

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

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

Applicant Agency Name: Travis County

Project Title: Parent Project

Division or Unit to Administer the Project: Travis County Juvenile Probation Department

Address Line 1: 2515 S. Congress Ave.

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: 2515 S. Congress Ave.

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78704

Start Date: 9/1/2009

End Date: 8/31/2010

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

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

Email: sam.biscoe@co.travis.tx.us

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Agency:

Title: The Honorable

Salutation: Judge

Project Director

User Name: Estela Medina

Email: estela.medina@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7069 Other Phone:

Fax: 512-854-7097

Agency:

Title: Ms.

Salutation: Chief

Financial Official

User Name: Susan Spataro

Email: susan.spataro@co.travis.tx.us

Address 1: P.O. Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9125 Other Phone:

Fax: 512-854-6640

Agency:

Title: Ms.

Salutation: Ms.

Grant Writer

User Name: Ruthanne Shockley

Email: ruthanne.shockley@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin , Texas 78704

Phone: 512-854-7110 Other Phone:

Fax: 512-854-7093

Agency:

Title: Ms.

Salutation: Ms.

Grant Vendor Information

Introduction

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

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

receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.


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Direct Deposit

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

Getting Started

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

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

Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

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

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: 2515 S. Congress Ave.

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78704

Narrative Information

Introduction

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

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

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

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Getting Started

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Primary Mission and Purpose

The State Criminal Justice Planning (421) Fund supports programs designed to reduce crime and improve the criminal or juvenile justice system.

Funding Levels

The anticipated funding levels for the Fund 421 program are as follows:

- Minimum Award - None
- Maximum Award - None
- The Fund 421 program does not require a grantee to provide matching funds.

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

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

Juvenile Justice Program Requirements

Preferences for Juvenile Justice - Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services that compliment the Governor's strategies.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Prevention and Early Intervention at First Offense - Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Prevention and Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Victim Assistance Program Requirements

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

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

Provide a detailed description of how multiple disciplines within your community (city, county, district, etc.) fit into the restoration process, or enter 'N/A' if Victim Assistance does not apply to this project.

N/A

Criminal Justice Program Requirements

Preferences for Criminal Justice Projects – Preference will be given to applicants that support law enforcement activities, prosecution and improvements to technology.

Prohibition on Serving Certain Adult Offenders – Applicants will not serve adult offenders charged with, given deferred adjudication for, or convicted of violent or other serious crimes including murder, arson, robbery, sexual assault, aggravated sexual assault, burglary, felony drug crimes, crimes against children, kidnapping, aggravated kidnapping, and manslaughter, unless the executive director of CJD grants an exception.

Eligible Activities - Applicant assures that its proposed project meets at least one of the following areas to be eligible for funding:

- Law Enforcement – Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level. Law enforcement agencies applying for equipment only or agencies applying to provide law enforcement training must apply under this program area unless they are seeking to purchase or enhance technology.
- Prosecution and Court – Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.
- Technology – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.
- Drug Treatment – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Note: Drug Courts are not eligible under the Drug Treatment activity area.
Criminal Justice Projects

Program Income - Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

- **Deduction Method** – Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.
- **Asset Seizures and Forfeitures** – Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Uniform Crime Reporting - Applicant assures that they are current and will maintain timely reporting of required crime data to the Texas Department of Public Safety, have been current for the three previous years, and will continue reporting throughout the grant period.

Criminal History Reporting - Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the Texas Code of Criminal Procedure, Chapter 60.

Constitutional Compliance - Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems - Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

----- RESERVED FOR CJD USE ONLY -----

8

The entire **Drug Court Program Requirements** section is reserved for future use. All applicants should proceed to the **Civil Rights Liaison** section.

8

Drug Court Program Requirements

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of

Ten Essential Characteristics

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement – Early identification and prompt placement of eligible participants in the program.

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction – Ongoing judicial interaction with program participants.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships – Development of partnerships with public agencies and community organizations.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.

Select all that apply:

- ☐ Pre-adjudication
- ☐ Post-adjudication
- ☐ Reentry
- ☐ Civil
- ☐ N/A

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing – The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (*e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court*). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Drug Court Date - If the Drug Court has commenced operations, provide the date that this Drug Court was established.

Enter the date [mm/dd/yyyy]:

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- ☐ Adult
- ☐ Family
- ☐ Juvenile
- ☐ N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☐ N/A

Presiding Judge - The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Persons eligible for appointment may not be a former or retired judicial officer. Is the presiding judge of the drug court an active judge holding elective office or a master?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☐ N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Enter the name of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Note: The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☐ N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☐ N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

----- **END RESERVED AREA** -----

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:

Linda Moore Smith

Enter the Address for the Civil Rights Liaison:

1010 Lavaca St., Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

512-854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements for Juvenile Justice, Victim Assistance, Criminal Justice**, and (if applicable) **Drug Court Program Requirements** to be eligible for funding under the State Criminal Justice (421) Fund Program Solicitations.

☒ **I certify to all of the above eligibility requirements.**

Problem Statement:

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

Enter your problem statement:

Family instability and lack of parental control has been associated with juvenile delinquency in Travis County.

Supporting Data:

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

Enter your supporting data:

The Texas juvenile justice system aims to protect the state's citizens while holding juvenile offenders--and their parents--accountable for their actions, while teaching the juvenile to become a contributing member of society. Judge Jeanne W. Meurer, of the 98th District Court, Austin, Texas, has stated that "treating just the juvenile is not enough anymore. The parents need help providing the proper guidance, values-clarification, and boundaries". She states that during her 20 years on the bench, parenting skills are needed now more than ever. She also states that she is beginning to see cases where the parent was also in the system as a juvenile.

Community Plan:

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

Enter your community planning needs:

Under the Criminal Justice Planning (Fund 421) funding matrix of the FY 09-10 Community Plan for Travis County, "Family Stability" is listed as the #1 priority for programs to address.

Goal Statement:

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

Enter a description for the overall goals and objectives:

In an effort to reduce crime and improve the juvenile justice system, TCJPD will have vested staff trained as certified parenting-skills facilitators of an evidence-based parenting-skills curriculum in order to reduce recidivism among juveniles served in the Intermediate Sanctions Center (ISC) program.

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

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

Enter your current grant's progress:

N/A

Project Summary:

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

Enter your summary statement for this project:

As part of a multi-faceted approach to working with juvenile offenders to reduce delinquency, the Travis County Juvenile Probation Department (TCJPD) intends to identify and implement a parenting skills program designed specifically for parents with strong-willed or out-of-control children. Research will be done to locate a parenting skills program which recognizes the primary role of parents in their child's life and is designed to provide parents with specific tools to successfully intervene in destructive adolescent behavior. The monies from this proposal will be used to train up to 30 TCJPD staff as certified parenting-skills facilitators. Once trained, these certified facilitators can in turn provide parents with the tools they need to reduce self-destructive behavior in their children. An example of the type of parenting skills curriculum is found in The Parent Project. This curriculum is designed specifically for parents with strong-willed or out-of-control children. It is geared to improve parental communication skills and strategies to influence destructive behavior. This program is a 40 hour facilitator training course. Each person undergoing the facilitator training successfully is certified to facilitate with parents of strong-willed or out-of-control children. The parenting skills groups will be initially offered to the families of juveniles in the post-adjudication program (Intermediate Sanctions Center). TCJPD intends to expand the program to Probation and Deferred Prosecution families. The target area will be Travis County families whose child has been referred to TCJPD. Families will attend a 2-3 hour group one time a week for up to 16 weeks. The program will focus on the most destructive behaviors such as extreme family violence, school attendance and performance, drug and alcohol use, gang and negative peer relationships, and violent children.

Project Activities Information

Introduction



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



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

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Getting Started

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

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.

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

Provide the total collected in the previous fiscal year by your county. (The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.)

0

Of the fees collected in your county, provide the amount that was directed to your project?

0

Describe how your project used those fees?

----- **END RESERVED AREA** -----

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Delinquency Prevention	0.00	

Geographic Area:

Travis County, TX

Target Audience:

parents of juvenile offenders in the Intermediate Sanctions Center

Gender:

male and female

Ages:

ages 10-16

Special Characteristics:

juvenile offenders who have anger management issues

Measures Information

Introduction




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


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

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of parents served.	0	72
Number of program youth served.	0	48
Number of service hours completed.	0	16

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	0	48
Number of program youth exhibiting a decrease in antisocial behavior.	0	43
Number of program youth exhibiting a decrease in pregnancies.	0	0
Number of program youth exhibiting a decrease in substance use.	0	43
Number of program youth exhibiting an improvement in family relationships.	0	43
Number of program youth exhibiting an improvement in school attendance.	0	43

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

Documents Information

Introduction

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

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Getting Started

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Certification and Assurances

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

Resolution from Governing Body

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

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

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

Contract Compliance

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

Select the Appropriate Response:

- ☒ Yes
☐ No

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

Enter a description for monitoring contract compliance:

Training will be completed during time frame of the project period.

Lobbying

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

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- ☐ Yes
☐ No
☒ N/A

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

Select the Appropriate Response:

☐ Yes

☐ No

☒ N/A

Fiscal Year

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

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

9/30/2009

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

8/31/2010

Sources of Financial Support

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

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

8838099

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

2369120

Single Audit

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

Select the Appropriate Response:

☒ Yes

☐ No

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

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

Enter the date of your last annual single audit:

9/30/2007

Equal Employment Opportunity Plan (EEOP)

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

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

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

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

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

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

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

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

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

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

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

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

Select the appropriate response:

- ☐ Type I Entity
☐ Type II Entity
☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

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

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

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

Enter the debarment justification:

Fiscal Capability Information

Introduction

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

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

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

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Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes

☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes

☐ No

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

Select the appropriate response:

☐ Yes

☐ No

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

Enter your explanation:

Budgetary Controls

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

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

- ☐ Yes
☐ No

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

Select the appropriate response:

- ☐ Yes
☐ No

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

Enter your explanation:

Budget Details Information

Introduction






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

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

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Getting Started

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

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

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Approved rate of 2% for indirect costs.	\$610.00	\$0.00	\$0.00	\$0.00	\$610.00	0
Travel and Training	In-State Registration Fees, Training,	Includes Seminar costs for 30 staff members.	\$22,500.00	\$0.00	\$0.00	\$0.00	\$22,500.00	0

	and/or Travel							
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include day to day operations. May include printing, paper, office supplies, etc.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Training materials to include workbook and worksheets for parents during the 3 16 week sessions.	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0

Source of Match Information

Introduction

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



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

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

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Getting Started

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Indirect Costs	\$610.00	\$0.00	\$0.00	\$0.00	\$610.00
Supplies and Direct Operating Expenses	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00
Travel and Training	\$22,500.00	\$0.00	\$0.00	\$0.00	\$22,500.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$31,110.00	\$0.00	\$0.00	\$0.00	\$31,110.00

Condition Of Fundings Information

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

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

GRANT SUMMARY SHEET

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

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

Grant Title:	JABG (Local) Juvenile Assessment Center			
Grant Period:	From:	9/01/09	To:	08/31/10
Grantor:	CJD			

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:	\$57,783			\$9,672		\$96,719
Operating:	\$27,557					\$27,557
Capital Equipment:	0					0
Indirect Costs:	\$1,707					\$1,707
Total:	\$87,047		0	\$9,672	0	\$96,719
FTEs:	1			.5		1.5

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Total substance abuse assessments (Comprehensive Assessment Severity Inventories-CASIs) administered	1100	N/A	N/A	N/A	N/A	1100
Number and percent of assessed youth needing substance abuse treatment and/ or prevention	984 and 82%	N/A	N/A	N/A	N/A	984 and 85%

Number and percent of juveniles referred and/ or participating in substance abuse treatment/education	689 and 70%	N/A	N/A	N/A	N/A	636 and 65%
Measures For Grant						
	3	N/A	N/A	N/A	N/A	3
Outcome Impact Description	Number or sources used in assessment process					
	9 and 100%	N/A	N/A	N/A	N/A	9 and 100%
Outcome Impact Description	Number and percent of assessment staff with specialized training					
	1 hour	N/A	N/A	N/A	N/A	1 hour
Outcome Impact Description	Average time in hours from first justice contact for current offense to youth screening					
	1190	N/A	N/A	N/A	N/A	N/A
Outcome Impact Description	Number of youth fully assessed using risk and needs assessments					
	984 and 82%	N/A	N/A	N/A	N/A	984 and 85%
Outcome Impact Description	Number and percent of assessed youth needing substance abuse treatment and/ or prevention					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of a grant application for the Juvenile Assessment Center Grant with the Office of the Governor, Criminal Justice Division. The funds supplement other assessment center funding, which provides juveniles with a comprehensive Adolescent Severity Inventory (substance abuse), a mental status examination and screening for developmental disabilities. The grant match is met through a position already budgeted in the General Fund and no additional funds are required.

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

PBO recommends approval of this request.

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

The Juvenile Accountability Block Grant may be used on various prescribed purpose areas related to juvenile justice. The Juvenile Assessment Center provides juveniles a Comprehensive Adolescent Severity Inventory (substance abuse screening and assessment), a mental status examination, and screening for developmental disabilities.

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

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

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

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

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

A 2% indirect cost of \$1,707 has been included.

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

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

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

N/A. This is not a new program.

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

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

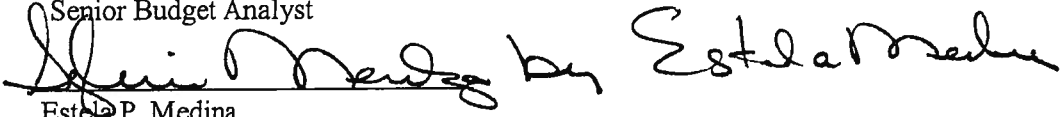


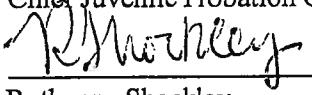
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Ruthanne Shockley
Grant Coordinator

SUBJECT: FY 10 CJD JABG (Local) Juvenile Assessment Center Grant Proposal

DATE: February 10, 2009

As you know, the Juvenile Accountability Block Grant (JABG) may be used on various prescribed purpose areas related to juvenile justice. Travis County Juvenile Probation Department's Juvenile Assessment Center provides juvenile offenders a Comprehensive Adolescent Severity Inventory (substance abuse screening and assessment), a mental status examination, and screening for developmental disabilities. This grant application represents a new grant application request for \$87,047.

Please review this item and place it on the **February 24th** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

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



RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Juvenile Assessment Center be operated; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Juvenile Assessment Center to the Office of the Governor, Criminal Justice Division.

Signed by: _____

SAMUEL T. BISCOE, County Judge

Passed and Approved this 24 (Day) of February (Month), 2009 (Year)

Grant Application Number: **2150901**

Agency Name: Travis County

Grant/App: 2150901 **Start Date:** 9/1/2009 **End Date:** 8/31/2010

Project Title: JABG (Local) Juvenile Assessment Center

Status: Application Pending Submission

Eligibility Information

Introduction

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

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

Submission Process

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

Selection Process

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

Funding Decisions

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

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

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

Adoptions by Reference

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

Community Plans

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

Juvenile Justice and Youth Projects

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

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

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

Application Eligibility Certify:

Created on:1/29/2009 11:46:34 AM By:Ruthanne Shockley

Profile Information

Introduction

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

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

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Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:

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

Updating Grant Officials on Active Grants:

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

Getting Started

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Applicant Agency Name: Travis County
Project Title: JABG (Local) Juvenile Assessment Center
Division or Unit to Administer the Project: Travis County Juvenile Probation Department
Address Line 1: 2515 S. Congress Ave.
Address Line 2:
City/State/Zip: Austin Texas 78704
Payment Address Line 1: 2515 S. Congress Ave.

Payment Address Line 2: 9/1/2009 at 10:48am

Payment City/State/Zip: Austin Texas 78704

Start Date: 9/1/2009

End Date: 8/31/2010

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

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

Email: sam.biscoe@co.travis.tx.us

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Agency:

Title: The Honorable

Salutation: Judge

Project Director

User Name: Estela Medina

Email: estela.medina@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7069 Other Phone:

Fax: 512-854-7097

Agency:

Title: Ms.

Salutation: Chief

Financial Official

User Name: Susan Spataro

Email: susan.spataro@co.travis.tx.us

Address 1: P.O. Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9125 Other Phone:

Fax: 512-854-6640

Agency:

Title: Ms.

Salutation: Ms.

Grant Writer

User Name: Ruthanne Shockley

Email: ruthanne.shockley@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin , Texas 78704

Phone: 512-854-7110 Other Phone:

Fax: 512-854-7093

Agency:

Title: Ms.

Salutation: Ms.

Grant Vendor Information

Introduction

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

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

received several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.


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Direct Deposit

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

Getting Started

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

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Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

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

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: 2515 S. Congress Ave.

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78704

Narrative Information

Introduction

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

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

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

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Primary Mission and Purpose

The purpose of the Juvenile Accountability Block Grant (JABG) Program is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels

The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only.

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

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

Local Advisory Board – Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs' offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed above.

Note: Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.

Enter the number of advisory group members representing **Police Departments**:

1

Enter the number of advisory group members representing **Sheriff Offices**:

1

Enter the number of advisory group members representing **Prosecutors**:

1

Enter the number of advisory group members representing **Juvenile Courts**:

1

Enter the number of advisory group members representing **Schools**:

1

Enter the number of advisory group members representing **Businesses**:

0

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):

1

Local Advisory Board Resolution – A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency.

Note: The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Waiver of Funds - Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that will still benefit the waiving area's jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available [here](#) or can be downloaded from CJD's website at <https://cjdonline.governor.state.tx.us/updates.aspx>. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency's authorized official.

Note: Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.

Does this application include funds waived from another jurisdiction?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - \$25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.

Enter the name(s) and amount(s) for waived funds:

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:

Linda Moore Smith

Enter the Address for the Civil Rights Liaison:

1010 Lavaca St., Austin, Texas 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

512-854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Statewide Discretionary Solicitations.

X I certify to all of the above eligibility requirements.

Problem Statement:

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

Enter your problem statement:

In our Community, youth with unidentified special needs (mental, substance abuse, etc.) have a low success rate of compliance with their rules of probation. Often problems are identified after adjudication or disposition, many times resulting as an issue of non-compliance or even subsequent offenses. Historically, these youth return to Court and are then required to have additional assessments.

Supporting Data:

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

The Juvenile Assessment Center provides for youth being screened and assessed for substance abuse and mental health problems prior to adjudication. By accurately assessing youth early in the process, juvenile offenders are directed to the most appropriate treatment services to reduce the likelihood of re-offending. The Juvenile Assessment Center rapidly screens and assesses referred youth; increased efficiency and a reduced number of supervision violations occurs by identifying early on in the process underlying substance abuse, mental health, educational, and developmental issues. Juveniles referred to TCJPD receive assessments to screen for mental health and substance abuse issues. In FY 07, 26% (967 of 3,778) juveniles indicated a need for further mental health assessments. Furthermore, 59% (1,686 of 2,873) indicated a need for further substance abuse screening.

Community Plan:

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

Enter your community planning needs:

In the Travis County 09/10 Community Plan, under the JJDP Funding, Priority 3 addresses Mental Health Services to at-risk youth who are also chemically dependent.

Goal Statement:

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

Enter a description for the overall goals and objectives:

To rapidly identify substance abuse, mental health, and educational needs of youth referred Travis County Juvenile Probation Department then expedite linkage to identified services and provide the recommendations to the Court.

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

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

Enter your current grant's progress:

N/A

Project Summary:

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

Enter your summary statement for this project:

Youth with unidentified special needs have a low success rate of compliance with their rules of probation. Often problems are identified after adjudication or disposition, many times resulting as an issue of non-compliance or even subsequent offenses. In FY07, there were 5,687 youth referred to the Travis County Juvenile Probation Department for a criminal offense/violation of probation. All Juveniles referred to Travis County Juvenile Probation Department (TCJPD) receive a Substance Use Survey (SUS) Screening Inventory. When indicated by the SUS, a Comprehensive Assessment Severity Inventory (CASI) is completed by a

qualified credential counselor. The assessment will then undergo a multi-disciplinary staffing that will identify the needed services and any additional assessments. The recommendations include service type, service level, provider, and the initial appointment time. The goal of this project is to rapidly identify substance abuse, mental health, and educational needs of youth between the ages of 10 through 16 years old, referred to the Travis County Juvenile Probation Department then expedite linkage to identified services and provide the recommendation to the Court. In meeting its objectives through this program, it was determined that 799 (76%) youth from the 1057 screenings completed had some substance use involvement. A comprehensive assessment was administered to 817 youth with 712 being linked to treatment and 105 being linked to education/prevention services.

Project Activities Information

Introduction






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

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

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Getting Started

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

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

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- ☐ Early Intervention at First Offense
- ☐ Gang Intervention
- ☒ Specialized Treatment Services
- ☐ Juvenile Justice System Impact

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Risk and Needs Assessment	100.00	Youth physically referred to the Travis County Juvenile Probation Department will receive a Substance Use Survey (SUS) Screening Inventory. When indicated by the SUS, a comprehensive Assessment Severity Inventory (CASI) is completed by a qualified counselor. The assessment will then undergo a multi-disciplinary staffing that will identify the needed services and any additional assessments. The recommendations include service type, service level provider, and the initial appointment time.

Geographic Area:

The geographic area is Travis County, Texas

Target Audience:

Youth presented to the Travis County Juvenile Probation Department Intake Unit.

Gender:

Male and female youth.

Ages:

Youth between the ages of 10 through 16.

Special Characteristics:

Youth are screened and if indicated, the target group will receive a comprehensive assessment related to substance abuse or mental health problems.

Measures Information

Introduction





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

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Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of eligible program youth served using Graduated Sanctions approaches.	1057	1100

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Last Updated 02-23-09 at 10:48am		
Number of program youth completing program requirements.	542	550
Number of program youth fully assessed using risk and needs assessments.	1057	1100
Number of program youth who reoffend.	191	180
Number of times services identified through youth assessment are actually received by the assessed youth.	799	800

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

Documents Information

Introduction


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

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

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Certification and Assurances

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

Resolution from Governing Body

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

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

Last Updated 02-23-09 at 10:48am
Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

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

Select the Appropriate Response:

- ☒ Yes
☐ No

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

Enter a description for monitoring contract compliance:

The Program Coordinator monitors contract compliance with the vendors used for professional services. This includes: conducting site visits; making weekly contacts with the vendors to monitor client services and progress; authorizing payments consistent with the contract documents; exercising remedies, as appropriate, where a contractor's performance is deficient; resolving disputes in a timely manner; and maintaining appropriate records.

Lobbying

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

Select the Appropriate Response:

- ☐ Yes
☐ No
☒ N/A

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

Select the Appropriate Response:

- ☐ Yes
☐ No
☒ N/A

Fiscal Year

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

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

10/1/2008

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

9/30/2009

Sources of Financial Support

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

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

8838099

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

2369120

Single Audit

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

Select the Appropriate Response:

- ☒ Yes
☐ No

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

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

Enter the date of your last annual single audit:
9/30/2007

Equal Employment Opportunity Plan (EEOP)

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

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

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

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

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

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

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

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

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

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

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

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

Select the appropriate response:

- ☐ Type I Entity
☐ Type II Entity
☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

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

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

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

Enter the debarment justification:

Fiscal Capability Information

Introduction

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

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

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

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Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Enter your explanation:

Budgetary Controls

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

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

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

☐ Yes
☐ No

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

☐ Yes
☐ No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

☐ Yes
☐ No

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

Select the appropriate response:

☐ Yes
☐ No

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

Enter your explanation:

Budget Details Information

Introduction






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

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

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Getting Started

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

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Indirect costs: 2% of the CJD-funded direct costs.	\$1,707.00	\$0.00	\$0.00	\$0.00	\$1,707.00	0
Personnel	Counselor and/or Therapist (licensed)	Personnel: Chemical Dependency Counselor-Administers comprehensive assessments and provides related group or individual substance abuse services to include crisis intervention.	\$57,783.00	\$0.00	\$0.00	\$0.00	\$57,783.00	10
Personnel	Counselor and/or Therapist (non-licensed)	Part Time Chemical Dependency Counselor: Administers comprehensive assessments and provides related group or individual substance abuse services to include crisis intervention.	\$0.00	\$9,672.00	\$0.00	\$0.00	\$9,672.00	10
Contractual and Professional Services	Mental Health Assessment Services	Contractual and Professional Services: For psychiatric/psychological evaluations, mental health and substance abuse assessments, and counseling.	\$27,057.00	\$0.00	\$0.00	\$0.00	\$27,057.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Supplies will be used for day-to-day operations which may include assessment materials, office supplies, and project supplies.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0

Source of Match Information

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



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

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

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Getting Started

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Chemical Dependency Counselor-Administers comprehensive assessments, group/individual counseling	Cash Match	\$9,672.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$9,672.00	\$9,672.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$27,057.00	\$0.00	\$0.00	\$0.00	\$27,057.00
Indirect Costs	\$1,707.00	\$0.00	\$0.00	\$0.00	\$1,707.00
Personnel	\$57,783.00	\$9,672.00	\$0.00	\$0.00	\$67,455.00
Supplies and Direct Operating Expenses	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$87,047.00	\$9,672.00	\$0.00	\$0.00	\$96,719.00

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
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You are logged in as **User Name:** GrantWriter

GRANT SUMMARY SHEET

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

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

Grant Title:	Safe and Drug Free Schools CBT Re-Entry Program		
Grant Period:	From: 09/01/09	To:	08/31/10
Grantor:	Office of the Governor, Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:						
Operating:	\$14,104					\$14,104
Capital Equipment:						
Indirect Costs:	\$282					\$282
Total:	\$14,386	0	0	0	0	\$14,386
FTEs:						0.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Number of program youth referred	48	N/A	N/A	N/A	N/A	90
Number of program youth assessed.	48	N/A	N/A	N/A	N/A	90
Number of program youth with formal psychological / psychiatric evaluations.	48	N/A	N/A	N/A	N/A	90
Measures For Grant						
	48	N/A	N/A	N/A	N/A	90
Outcome Impact Description	Number of program youth completing program requirements.					
	48	N/A	N/A	N/A	N/A	90

Outcome Impact Description	Number of program youth exhibiting a decrease in substance use.					
	48	N/A	N/A	N/A	N/A	90
Outcome Impact Description	Number of program youth exhibiting an improvement in family relationships.					

PBO Recommendation:

Juvenile Probation is requesting approval to submit a grant application to the Office of the Governor, Criminal Justice Division for the Safe and Drug Free Schools Grant Program to purchase Cognitive Behavior Therapy (CBT) curriculum. The department proposes to use CBT programming to help juveniles make improved behavioral choices and increase family stability.

There is no County match requirement and 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?

Travis County Juvenile Probation Department (TCJPD) serves post-adjudicated youth through a safe and structured residential alternative to his or her current home setting. Youthful offenders receive 24-hour supervision with educational and treatment services. In FY 2007, TCJPD served 99 juvenile offenders in its residential substance abuse unit. Sixty-three percent of these juveniles were successfully discharged from the program into the community, (TCJPD 2007 Annual Report). TCJPD proposes serving post-adjudicated juvenile offenders through Cognitive Behavior Therapy (CBT) programming in the secured, residential substance abuse unit. The primary goal is to improve family stability, and promote drug-free schools, by improving outcomes for juveniles through improved program success rates, and reduced rates of re-entry through re-referral or adult arrest. This will be accomplished through therapies designed to help juveniles make improved behavioral choices and increased family stability.

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

N/A

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.

N/A

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

Yes, 2 percent.

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. TCJPD will seek external funding.

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

Research shows that there are critical areas which juvenile offenders will face as they prepare to re-enter the community: education, employment, job-skills training, substance abuse, mental health and stable home environment, to name a few, (Release Planning for Successful Reentry, A Guide for Corrections, Service Providers, and Community Groups. La Vigne, Davies, et al, Urban Institute Justice Policy Center, September 2008.)

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.

Successful re-entry into the community begins at the youth's first contact with the juvenile justice system and is an objective throughout the Department's programming.

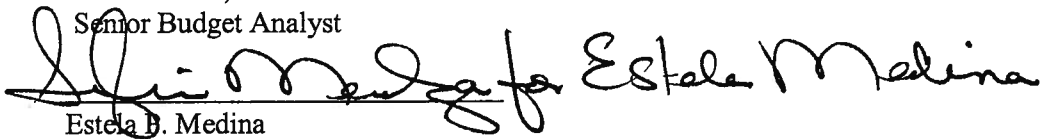


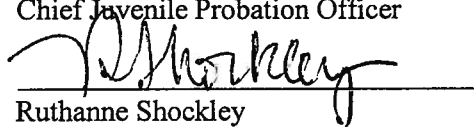
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Ruthanne Shockley
Grant Coordinator

SUBJECT: FY 10 SDFSC Grant Proposal

DATE: February 10, 2009

Travis County Juvenile Probation Department (TCJPD) is requesting monies through the Governors CJD, Safe and Drug-Free Schools grant program to purchase Cognitive Behavior Therapy (CBT) curriculum. Through this grant proposal TCJPD is requesting \$14,386.

Please review this item and place it on the **February 24th** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Dede Bell, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief
Laura Rodriguez, Division Director
Ena Brent, Project Coordinator
Sylvia Mendoza, Division Director, Financial Services
Mike Williams, Financial Analyst
Grant File



RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Travis County Juvenile Probation Department Safe and Drug-Free Schools Residential Project be operated; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Juvenile Assessment Center to the Office of the Governor, Criminal Justice Division.

Signed by: _____

SAMUEL T. BISCOE, County Judge

Passed and Approved this 24 (Day) of February (Month), 2009 (Year)

Grant Application Number: **2150601**

Agency Name: Travis County

Grant/App: 2150601 **Start Date:** 9/1/2009 **End Date:** 8/31/2010

Project Title: SDFSC CBT Re-Entry Program

Status: Application Pending Submission

Eligibility Information

Introduction

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

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

Submission Process

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

Selection Process

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

Funding Decisions

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

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

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

Adoptions by Reference

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

Community Plans

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

Juvenile Justice and Youth Projects

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

Monitoring

Last Updated 02-23-09 at 10:48am

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

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

Application Eligibility Certify:

Created on:1/29/2009 11:21:13 AM By:Ruthanne Shockley

Profile Information

Introduction

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

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

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Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


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

Updating Grant Officials on Active Grants:

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

Getting Started

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Applicant Agency Name: Travis County

Project Title: SDFSC CBT Re-Entry Program

Division or Unit to Administer the Project: Travis County Juvenile Probation

Address Line 1: 2515 S. Congress Ave.

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: 2515 S. Congress Ave.

Payment Address Line 2:

Last Updated 02-23-09 at 10:48am

Payment City/State/Zip: Austin Texas 78704**Start Date:** 9/1/2009**End Date:** 8/31/2010**Regional Council of Governments(COG) within the Project's Impact Area:** Capital Area Council of Governments**Headquarter County:** Travis**Counties within Project's Impact Area:** Travis**Grant Officials:****Authorized Official****User Name:** Samuel Biscoe**Email:** sam.biscoe@co.travis.tx.us**Address 1:** Post Office Box 1748**Address 1:****City:** Austin, Texas 78767**Phone:** 512-854-9555 Other Phone:**Fax:** 512-854-9535**Agency:****Title:** The Honorable**Salutation:** Judge**Project Director****User Name:** Estela Medina**Email:** estela.medina@co.travis.tx.us**Address 1:** 2515 South Congress Avenue**Address 1:****City:** Austin, Texas 78704**Phone:** 512-854-7069 Other Phone:**Fax:** 512-854-7097**Agency:****Title:** Ms.**Salutation:** Chief**Financial Official****User Name:** Susan Spataro**Email:** susan.spataro@co.travis.tx.us**Address 1:** P.O. Box 1748**Address 1:****City:** Austin, Texas 78767**Phone:** 512-854-9125 Other Phone:**Fax:** 512-854-6640**Agency:****Title:** Ms.**Salutation:** Ms.**Grant Writer****User Name:** Ruthanne Shockley**Email:** ruthanne.shockley@co.travis.tx.us**Address 1:** 2515 South Congress Avenue**Address 1:****City:** Austin , Texas 78704**Phone:** 512-854-7110 Other Phone:**Fax:** 512-854-7093**Agency:****Title:** Ms.**Salutation:** Ms.**Grant Vendor Information****Introduction**

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

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

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Direct Deposit

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

Getting Started

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Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

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

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: 2515 S. Congress Ave.

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78704

Narrative Information

Introduction

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

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

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

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Primary Mission and Purpose

The purpose of the Safe and Drug-Free Schools and Communities (SDFSC) Act Fund Program is to support programs that prevent violence in and around schools; prevent the illegal use of alcohol, tobacco, and drugs; involve parents and communities; and are coordinated with related federal, state, school, and community efforts and resources to foster a safe and drug-free learning environment that supports student academic achievement.

Funding Levels

The anticipated funding levels for the SDFSC Act program are as follows:

- Minimum Award - None
- Maximum Award - None
- The SDFSC Act program does not require a grantee to provide matching funds.

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

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

Program Requirements

Preferences – Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services that compliment the Governor's strategies.

Duplication of Efforts – Projects must not duplicate the efforts of the Texas Education Agency's Safe and Drug-Free Schools Act program or those of local independent school districts as described in the No Child Left Behind Act of 2001, Public Law 107-110; §4113(a)(5).

Periodic Evaluation – Projects must undergo a periodic evaluation to assess progress toward reducing violence and illegal drug use in schools to be served based on performance measures described in the No Child Left Behind Act of 2001, Public Law 107-110; §4114(d)(2)(B). The results shall be used to refine, improve, and strengthen the program, and to refine the performance measures, and shall also be made available to the public upon request, with public notice of such availability provided.

Principles of Effectiveness – Applicants will certify to the following Principles of Effectiveness for the Safe and Drug-Free Schools and Communities Act to be eligible for funding:

Assessment of Objective Data – Projects must be based on an assessment of objective data regarding the incidence of violence and illegal drug use in the elementary schools and secondary schools and communities to be served, including an objective analysis of the current conditions and consequences regarding violence and illegal drug use, including delinquency and serious discipline problems, among students who attend such schools (including private school students who participate in the drug and violence prevention program) that is based on on-going local assessment or evaluation activities;

Established Performance Measures – Projects must be based on an established set of performance measures aimed at ensuring that the elementary schools, secondary schools, and communities to be served by the program have a safe, orderly, and drug-free learning environment;

Scientifically-Based Research – Projects must be based on scientifically-based research that provides evidence that the program to be used will reduce violence and illegal drug use;

Prevalence of Risk Factors – Projects must be based on an analysis of the data reasonably available at the time, of the prevalence of risk factors, including high or increasing rates of reported cases of child abuse and domestic violence; protective factors, buffers, assets; or other variables in schools and communities in the State identified through scientifically-based research; and

Parental Input – Projects must include meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity.

Juvenile Justice Board Priorities – Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Prevention and Early Intervention at First Offense – Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education,

Last Updated 02-23-09 at 10:48am.
mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Prevention and Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:

Linda Moore Smith

Enter the Address for the Civil Rights Liaison:

1010 Lavaca St. Austin TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for Safe and Drug-Free Schools and Communities (SDFSC) Act funding.

☒ **I certify to all of the above eligibility requirements.**

Problem Statement:

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

Enter your problem statement:

Travis County Juvenile Probation Department (TCJPD) serves post-adjudicated youth with substance abuse and mental health issues in a structured residential alternative to their current home setting. TCJPD proposes serving post-adjudicated juvenile offenders through Cognitive Behavior Therapy (CBT) programming in the residential substance abuse unit. Court-involved juveniles present a mix of "at risk" characteristics, including but not limited to: high levels of academic underachievement; economic disadvantages; histories of alcohol and drug abuse; distressed home environments; gang involvement; and emotional and mental health problems. The proposed curriculum is designed around a regimen conducted in a therapeutic community setting promoting cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote successful re-entry into the community. This new curriculum is considered key to improving success rates and outcomes for these juveniles.

Supporting Data:

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

In FY07, TCJPD served 99 juvenile offenders in its residential substance abuse unit. Sixty-three percent of these juveniles were successfully discharged from the program into the community, (TCJPD 2007 Annual Report). Most entered the program with at least two prior referrals. Examination of discharges for the first half of the fiscal year (October through March), almost two-thirds (64%) were re-referred to the Department or arrested as an adult.

Community Plan:

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

Enter your community planning needs:

The Travis County Juvenile Probation Department participates in the local community planning process. The FY 09-10 Community Plan for Travis County lists Family Stability as its #1 Priority for Safe and Drug Free School funding. CBT therapy in the

60

residential substance abuse unit is designed in part to strengthen family support systems in an effort to positively impact the lives of youth and help keep them from a path of serious, violent and chronic delinquency. Cognitive Behavior Therapy has emphases on managing anger, assuming personal responsibility for behavior taking a moral and empathetic perspective on interpersonal behavior solving problems, developing life skills, setting goals, or any combination of these themes. Through CBT, the child learns to make more responsible behavioral choices. With parental involvement, the result should be strengthened families, improved outcomes for the juveniles, and safer, drug-free schools.

Goal Statement:

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

Enter a description for the overall goals and objectives:

The primary goal is to improve family stability, promote drug-free schools, by improving outcomes for juveniles through improved program success rates, and reduced rates of re-entry through re-referral or adult arrest. This will be accomplished through therapies designed to help juveniles make improved behavioral choices and increased family stability.

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

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

Enter your current grant's progress:

N/A

Project Summary:

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

Enter your summary statement for this project:

Travis County Juvenile Probation Department (TCJPD) serves post-adjudicated youth through a safe and structured residential alternative to his or her current home setting. Youthful offenders receive 24-hour supervision with educational and treatment services. In FY 2007, TCJPD served 99 juvenile offenders in its residential substance abuse unit. Sixty-three percent of these juveniles were successfully discharged from the program into the community, (TCJPD 2007 Annual Report). Successful re-entry into the community begins at the youth's first contact with the juvenile justice system and is an objective throughout residential programming. If re-entry is not considered along every step of the way, court-involved youth are at risk of remaining in the justice system, further penetrating into the adult criminal system. Skills needed to live as productive, crime-free citizens must be addressed. Successful re-entry of juvenile offenders into the community impacts everyone. TCJPD seeks to guide, educate, and train young offenders so that they are empowered to choose a more productive way of being, rather than one that leads them down the path of the criminal justice system. Research shows that there are critical areas which juvenile offenders will face as they prepare to re-enter the community: education, employment, job-skills training, substance abuse, mental health and stable home environment, to name a few, (Release Planning for Successful Reentry, A Guide for Corrections, Service Providers, and Community Groups. La Vigne, Davies, et al, Urban Institute Justice Policy Center, September 2008.) TCJPD proposes serving post-adjudicated juvenile offenders through Cognitive Behavior Therapy (CBT) programming in the secured, residential substance abuse unit. Court-involved juveniles present a mix of "at risk" characteristics, including but not limited to, high levels of academic underachievement, economic disadvantages, histories of alcohol and drug abuse, distressed home environments, gang involvement, and emotional and mental health problems. The proposed curriculum is designed around a regimen conducted in a therapeutic community setting promoting cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote successful re-entry into the community. The program offers access to a full continuum of treatment services and ensures sufficient treatment intensity to achieve treatment planning and goals. The goal of the proposed curriculum is to provide safe, secure, effective CBT training to equip juveniles with skills needed to promote successful re-entry into the community. CBT trains juvenile offenders to monitor their patterns of automatic thoughts to situations in which they tend to react with violence. Various techniques are rehearsed for assessing the validity of those thoughts and substituting accurate interpretations for biased ones. Often role-play or practice in real situations is used to help consolidate new ways of coping with situations that tend to prompt criminal behavior. A relapse prevention component is also often included, which teaches offenders strategies for avoiding or deescalating the precursors to offending behavior (for example, high-risk situations, places, associates, or maladaptive coping responses). Youth are involved full-time in therapeutic activities. A weekly schedule includes participation in academics provided by teachers from the Austin Independent School District and behavior modification techniques that focuses on problems facing juvenile offenders. The program is designed around a regimen conducted

in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote "right-living." From the moment that a juvenile enters the program, all activities and treatments focus on one thing: successful reentry back into the community. The proposed curriculum offers access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the proposed curriculum blends together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment will be appropriate to the client's substance abuse and/or mental health needs. The proposed curriculum also provides individual case management, group counseling, integrated mental health, psycho-educational and substance-abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Cognitive-behavioral therapy is evidence-based, which means that it is supported by research that has shown that it is effective in helping people make emotional and behavioral changes. Cognitive-behavioral therapy integrates the cognitive restructuring approach of cognitive therapy with the behavioral modification techniques of behavioral therapy. Studies of CBT have demonstrated its usefulness for a wide variety of problems, including mood disorders, anxiety disorders, personality disorders, eating disorders, and substance abuse disorders. Furthermore, a number of different techniques may be employed to assist in uncovering and examining the juvenile's thoughts and to change their behaviors. These include: behavioral homework assignments, cognitive rehearsal, journaling, modeling, conditioning, systematic desensitization, and validity-testing. A systematic review using meta-analytic techniques was conducted with 14 studies selected to provide the best evidence on the effectiveness of cognitive-behavioral programs for reducing the recidivism of criminal offenders. The results indicated that overall cognitive-behavioral programs are effective, and the best of them are capable of producing sizable reductions in recidivism. Cognitive-behavioral treatment for offenders is designed to correct these dysfunctional and criminogenic thinking patterns by using systematic training regimens aimed at creating cognitive restructuring and flexible cognitive skills such that offenders develop more adaptive patterns of reasoning and reacting in situations that trigger their criminal behavior. The Travis County Juvenile Probation Department participates in the local community planning process. The FY 09-10 Community Plan for Travis County lists Family Stability as its #1 Priority for Safe and Drug Free School funding. CBT therapy in the residential substance abuse unit is designed in part to strengthen family support systems in an effort to positively impact the lives of youth and help keep them from a path of serious, violent and chronic delinquency. Cognitive Behavior Therapy has emphases on managing anger, assuming personal responsibility for behavior, taking a moral and empathetic perspective on interpersonal behavior solving problems, developing life skills, setting goals, or any combination of these themes. Through CBT, the child learns to make more responsible behavioral choices. With parental involvement, the result should be strengthened families, improved outcomes for the juveniles, and safer, drug-free schools. Travis County Juvenile Probation (TCJPD) begins a comprehensive aftercare process prior to the release of youth from the facility. Youth receive intensive intervention based on their unique needs while they are in residential programming and a continuum of care while transitioning from the residential program. Private providers assist with delivering treatment for chemically dependent offenders, sex offenders, and offenders with mental health issues. The primary goal is to improve family stability, and promote drug-free schools, by improving outcomes for juveniles through improved program success rates, and reduced rates of re-entry through re-referral or adult arrest. This will be accomplished through therapies designed to help juveniles make improved behavioral choices and increased family stability

Project Activities Information

Introduction






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

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

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Getting Started

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

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

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- Last Updated 02-23-09 at 10:48am
- ☐ Prevention and Early Intervention at First Offense
 - ☐ Gang Prevention and Intervention
 - ☒ Specialized Treatment Services
 - ☐ Juvenile Justice System Impact

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Professional Therapy and Counseling	0.00	
Substance Abuse	0.00	

Geographic Area:

Travis County

Target Audience:

Juvenile Offenders

Gender:

Male and Female

Ages:

10-17

Special Characteristics:

Juvenile offenders placed in TCJPD residential substance abuse unit.

Measures Information

Introduction





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

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

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

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth assessed.	0	48
Number of program youth referred.	0	48
Number of program youth screened / assessed.	0	48
Number of program youth screened.	0	48
Number of program youth served.	0	48
Number of program youth with formal psychological / psychiatric evaluations.	0	48

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	0	43
Number of program youth complying with aftercare plan.	0	43
Number of program youth exhibiting a decrease in antisocial behavior.	0	43
Number of program youth exhibiting a decrease in substance use.	0	43
Number of program youth exhibiting an improvement in family relationships.	0	43
Number of program youth exhibiting an improvement in social competencies.	0	43
Number of program youth exhibiting desired change in substance use.	0	43
Number of program youth who offend or reoffend.	0	11

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Documents Information

Introduction


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

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Certification and Assurances

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

Resolution from Governing Body

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

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

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

Contract Compliance

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

Select the Appropriate Response:

- ☒ Yes
☐ No

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

Enter a description for monitoring contract compliance:
Training will be provided within established timeframes.

Lobbying

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

Select the Appropriate Response:

- ☐ Yes
☐ No
☒ N/A

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

Select the Appropriate Response:

☐ Yes

☒ No

☐ N/A

Fiscal Year

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

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

10/1/2009

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

9/30/2010

Sources of Financial Support

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

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

8838099

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

2369120

Single Audit

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

Select the Appropriate Response:

☒ Yes

☐ No

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

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

Enter the date of your last annual single audit:

9/30/2007

Equal Employment Opportunity Plan (EEOP)

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

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

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

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

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

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

- Last updated 02-23-08 at 10:18am
- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
 - the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
 - the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
 - the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
 - the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

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

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

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

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

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

Select the appropriate response:

- ☐ Type I Entity
- ☐ Type II Entity
- ☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

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

Select the appropriate response:

- ☒ I Certify
- ☐ Unable to Certify

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

Enter the debarment justification:

Fiscal Capability Information

Introduction

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

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

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

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Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Enter your explanation:

Budgetary Controls

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

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

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

— Yes Last Updated 02-23-09 at 10:48am
— No

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

Select the appropriate response:

— Yes
— No

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

Enter your explanation:

Budget Details Information

Introduction






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

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

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Getting Started

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

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

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Approved Rate for Indirect costs totaling 2% of the project.	\$282.00	\$0.00	\$0.00	\$0.00	\$282.00	0
Travel and Training	In-State Registration	This will initially allow for 5 staff members to be trained using the	\$3,995.00	\$0.00	\$0.00	\$0.00	\$3,995.00	0

Last Updated: Feb 22-23-09 at 10:00 AM	Feb 22-23-09 at 10:00 AM	Cognitive-Based therapy @ \$799 for a total of \$3,995. This costs include the seminar costs, travel, etc.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Day to Day office operations which may include supplies which includes paper, staples, printing, etc.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	This will include program presentation materials (ie brochures to explain the program) and training materials for youth to assist in the therapy. This will include workbooks such as Anger Manager, Youth Drugs and Alcohol, and materials for Spanish speaking youth. Also include Facilitators Guides for the workshop sessions. This includes licensing fees for the facilitators to teach workshops to the youth.	\$9,609.00	\$0.00	\$0.00	\$0.00	\$9,609.00	0

Source of Match Information

Introduction

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



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

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

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Getting Started

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

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

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Indirect Costs	\$282.00	\$0.00	\$0.00	\$0.00	\$282.00
Supplies and Direct Operating Expenses	\$10,109.00	\$0.00	\$0.00	\$0.00	\$10,109.00
Travel and Training	\$3,995.00	\$0.00	\$0.00	\$0.00	\$3,995.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$14,386.00	\$0.00	\$0.00	\$0.00	\$14,386.00

Condition Of Fundings Information

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

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

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:	58/57
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	Oncor Weatherization Project Amendment One			
Grant Period:	From:	11/1/2008	To:	10/31/2009
Grantor:	Texas Association of Community Action Agencies, Inc.			

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:			10,160			10,160
Operating:			18,865			18,865
Capital Equipment:						0
Indirect Costs:			3,225			3,225
Total:	0	0	32,250	0	0	32,250
FTEs:			0.00			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 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 referrals required to support Housing programs from emergency assistance centers (includes CEAP, DOE, LIHEAP, and Home Repair programs)	215	43	57 projected	57 projected	58 projected	215
Measures For Grant						

# of Households receiving weatherization assistance for Oncor customers	8	0	3 projected	3 projected	2 projected	8
Outcome Impact Description	Assisting residents with this grant will provide low-income Oncor customers' households with weatherization measures that will reduce their energy consumption and household energy costs.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Health and Human Services and Veterans Services (HHS & VS) is requesting Commissioners Court approval of an amendment to the grant contract with the Texas Association of Community Action Agencies, Inc. for the Oncor Weatherization Contract for 2009. The amendment changes the start date to November 1, 2009 from the original start date of May 1, 2008. The award has also been adjusted slightly based on the number of Oncor customers in Travis County. This is a new grant program that will provide \$32,250 in resources for weatherization services households with income levels at or below 125% of the current Federal Poverty Guidelines who are customers of Oncor Electric Delivery Company. The grant will weatherization improvements and basic on-site energy education to a minimum of 8 qualified Travis County households. The grant funds may be used in conjunction with the two other weatherization programs.

This agreement does not require a County match or a specific level of service upon termination of the grant.

PBO recommends Commissioners Court 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?

This is a continuation of a new weatherization assistance program the County approved in July 2008. The reduction of energy consumption and energy costs of low-income customers of the Oncor Electric Delivery Company is the program goal. The program is designed for the department to utilize the service delivery systems of the DOE and LIHEAP Weatherization Assistance programs. These program funds will be used to provide weatherization measures, and basic energy education to those qualified customers living within Travis County.

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.

The funding source for this grant does allow for indirect costs at a rate of 10% of the total allowable expenditures.

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 & Veterans Service Family Support Services division staff will perform the client interviews to determine client eligibility for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households eligible for weatherization assistance. Further verification of measures that are allowed using these funds at the client's residence will be performed by the Housing Services staff. The staff will perform or oversee the weatherization measures at the residences. This assistance helps the department meet the requests from low-income clients who are seeking basic needs services, minor home repair and weatherization services.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

Date: February 11, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2009 Oncor Weatherization Project Contract
Amendment One

Proposed Motion: Consider and take appropriate action to approve the 2009 Oncor Weatherization Project contract amendment one with Texas Association of Community Action Agencies, Inc.

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment one from the Texas Association of Community Action Agencies, Inc. (TACAA). The total grant funding for this contract period is \$32,250. This is a continuation of a new grant program that was awarded and accepted by Travis County on July 15, 2008. The goal for this program is to assist low-income households to achieve energy savings by applying weatherization measures. These grant funds will be used to provide weatherization services and minor home repair assistance. Some examples of the program's weatherization services are providing wall and attic insulation, repair or replacement of the electrical heating and cooling household appliances, and minor household repairs. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income Guidelines who are customers of Oncor Electric Delivery Company.

Budgetary and Fiscal Impact: We will use these grant funds for administration, materials, labor, and program support costs. The funds for materials will be budgeted

in the line items for contracted services and supplies and funding for labor will be budgeted in the corresponding salaries and benefit line. The funding for administration and program support will be budgeted in the corresponding line items. No matching funds are required for this grant. This contract period is 11/01/08 through 10/31/09. This contract period aligns with the funding source's fiscal year.

Issues and Opportunities: Utilizing the existing service delivery systems of the DOE and LIHEAP Weatherization Assistance programs, these funds will be used to provide weatherization measures and basic on-site energy education to a minimum of 8 qualified Travis County households. The maximum assistance level of expenditures is limited to \$4,000 per household. These funds may be used in conjunction with the two other weatherization programs available to fully address the weatherization needs of a qualified household.

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

**Amendment One
to the Contract between
Texas Association of Community Action Agencies, Inc.
and Travis County through**

TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERAN SERVICES, HOUSING DEPARTMENT

Contract No. 3443-08-014

The Texas Association of Community Action Agencies, Inc. ("Agency"), upon execution of this Amendment, hereby extends its Contract with Travis County (Health and Human Services and Veteran Services, Housing Department) ("Contractor"), effective November 1, 2008.

The Contract is modified for the following purposes:

- ♦ Extend the term of the contract.
- ♦ Update the counties served based on current customer data.
- ♦ Revise the client eligibility requirements.
- ♦ Update the minimum dwelling units to be weatherized with this allocation.
- ♦ Update the allocation.
- ♦ Change the date the first report is due to Agency.
- ♦ Change the dates and percentages for performance benchmarks.

In addition to the terms set forth in the original Contract, the Parties agree to amend the Contract as follows:

Section 2. Contract Period

The Contract shall commence on November 1, 2008 and, unless earlier terminated, shall end on October 31, 2009. The Contract may be extended contingent upon availability of funds from Oncor Electric Delivery Company LLC (Oncor), satisfactory performance by the Contractor, and mutual agreement between the Parties.

Section 4. Scope of Work

Contractor shall provide weatherization services similar to the federally funded WAPs, unless otherwise instructed by Agency, to eligible Oncor customers (hereinafter "Participants") residing in Travis County, in the Oncor service territory.

Section 5. Program Requirements and Responsibilities of Contractor

5.1 Contractor shall:

5.1.1 Determine client eligibility, including:

- Customer of Oncor at the time of application;

- Household income level for the federal Weatherization Assistance Program (currently at or below 125 percent of the federal poverty guideline);
- Dwelling unit has refrigerated electric air conditioning; and
- Dwelling unit has not received similar energy efficiency services through another energy efficiency program offered or sponsored by Oncor since 2002, using the verification process established and provided to Contractor.

5.3 At minimum, Contractor will weatherize eight (8) dwelling units in the Oncor service territory counties specified in Section 4 of this Contract.

Section 6. Program Requirements and Responsibilities of Agency

6.1 Agency shall provide Contractor up to \$32,250.00 to provide cost effective weatherization measures to Oncor's eligible customers, contingent upon availability of funds from Oncor. If sufficient funds are not available, Agency shall notify Contractor in writing within a reasonable time after such fact is determined. Agency shall then terminate this Contract.

Section 8. Compensation

8.4 All funds must be encumbered during the Contract period in accordance with this Contract.

Section 9. Reporting

9.1 Beginning December 20, 2008 and through the end of the Contract, Contractor will ensure monthly reports are received by the Agency by the twentieth (20th) day of each subsequent month. Agency will provide reporting form to Contractor. Report items may be submitted electronically (e.g., scanned copies). Report will include:

9.1.1 A copy of the Easy Audit and Building Weatherization Report for each weatherized dwelling unit, indicating weatherization measures paid for with Oncor funds;

9.1.2 Total amounts expended and encumbered by category (materials, labor, program support, and administrative costs);

9.1.3 Demographic information for each weatherized dwelling unit, which will include and may be expanded by agreement of the Parties: ESI ID, air conditioning type, heating type, and water heating type.

9.2 Contractor agrees that it will keep accurate records of its expenditure of funds, program performance documentation, and Participant files under this Contract. Files must include a customer release form which allows release of information to Agency and Oncor.

9.3 All records required for a program audit and inspection shall be made available at the offices of the Contractor, at all reasonable times, for inspection, audit, or reproduction, until three (3) years after the date of final payment for any work.

9.4 Failure to fulfill reporting requirements may result in withholding of payments.

9.5 Reports must be delivered to:

Texas Association of Community Action Agencies, Inc.
2512 I.H. 35 South, Suite 100
Austin, TX 78704-5772

or electronically to Kerrin@tacaa.org

Section 11. Recapture of Funds

11.1 As a benchmark for measuring performance goals, as of May 31, 2009, if the amount spent or encumbered is less than 50 percent of the 2009 Allocation, Agency may, after review with Contractor, reduce the funding of the remaining allocation by up to 20 percent of the 2009 Allocation.

11.2 By July 31, 2009, at least 75 percent of the 2009 Allocation shall be spent or encumbered. If not, Agency may, after review with Contractor, reduce the allocation by the amount that is not spent or encumbered.

When signed by both parties, this Contract Amendment is effective November 1, 2008, and, unless earlier terminated, shall end on October 31, 2009. All other provisions of the original contract not specifically amended herein are continued in full force and effect.

By their signatures below, the parties hereby bind themselves.

Stella Rodriguez, Executive Director for Agency
Texas Association of Community Action Agencies, Inc.

Date

BY: _____
Samuel T. Biscoe, Travis County Judge,
Travis County through Travis County Health and
Human Services and Veteran Services, Housing
Department for Contractor

Date

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:	Sheriff - Law Enforcement
Contact Person/Title:	Tracy Miller - Planner
Phone Number:	854-6923

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force		
Grant Period:	From:	2/1/2009	To: 8/31/2009
Grantor:	ABTPA - Automobile Burglary and Theft Prevention Authority		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		10,000				10,000
Operating:		12,761				12,761
Capital Equipment:		43,316				43,316
Indirect Costs:						0
Total:	0	66,077	0	0	0	66,077
FTEs:						0.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Auto Thefts	186					
Measures For Grant						
Training Classes	10					
Outcome Impact Description	Train other LE agencies in the region to assist in the detection / apprehension of auto burglaries and thefts.					
Public Awareness Presentations	115					
Outcome Impact Description	Educate the public and provide tools to help deter and prevent auto thefts and burglaries.					
Interdiction Operations	200					
Outcome Impact Description	Conduct stings in areas of high incidents of auto thefts and burglaries					

PBO Recommendation:

PBO Concurs with acceptance of this supplemental grant for the Auto Theft Prevention Task Force for the 2008-09 Grant Cycle. There is no County matching fund requirement with this supplement.

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 goal of the program is to reduce auto theft rates in the task force area

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

NA

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.

NA

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

No - Not Allowable

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.

NA

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

Been in existence since 1995

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 program has been successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

February 5, 2009

MEMORANDUM

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

FROM: Tracy Miller 1067, Planner *TM 1067*

SUBJECT: 2008/2009 Auto Theft Prevention Authority Supplemental Grant Award

On July 15, 2008 Commissioner's Court approved, on consent, the request for a supplemental grant from the Automobile Burglary and Theft Prevention Authority (ABTPA). Attached are the award documents from the ABTPA for a supplemental grant for the 2008/2009 grant cycle.

The ABTPA determined after awarding grants for the 2008/2009 grant cycle that there were additional funds available and solicited applications for supplemental grants. The ABTPA considered funding grant application requests for Overtime, Equipment, Technology and Direct Operating Expenses for Auto Burglary and Theft goals and objectives in Fiscal Year 2009.

We requested \$145,928 for overtime, computers for the task force agents and other supplies to assist in the detection, apprehension and prevention of auto burglaries and thefts in the Task Force's region. Due to funding availability we received \$66,077.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens and are hopeful that our application for additional funds will be fully funded by the Automobile Burglary and Theft Prevention Authority.

xc: Janice Cohoon, County Auditor's Office
James Connolly, County Attorney's Office
William Derryberry, PBO



Safety, Integrity, Tradition of Service



MEMORANDUM

TO: Project Directors
Automobile Burglary & Theft Prevention Authority (ABTPA) Grants

FROM: Charles Caldwell, Director
Automobile Burglary & Theft Prevention Authority

SUBJECT: ABTPA Supplemental Grant Award Documents

The enclosed packet contains important documents concerning a supplemental grant awarded to your agency by ABTPA. In a separate letter, the authorized official designated in your grant application has been informed of the award.

Also for your information, please be advised that, under separate cover, the designated financial officer has been sent a copy of the documents enclosed in this letter and reference documents, if applicable.

The documents provided should be read carefully and kept in your permanent records. The documents included are listed below:

1. Original Supplemental Grant Award Letter.
2. Original Statement of Supplemental Grant Award which lists the Special Conditions which need to be met prior to release of funds.
3. Original Acceptance Notice.
4. Original Supplemental Budget Digest.

The Statement of Grant Award contains a copy of the Approved Budget Summary, which reflects the final grant budget. This approved budget may or may not be exactly the same as the budget contained in the grant application originally submitted to ABTPA. Because of this, you should compare this document with the application to familiarize yourself with any changes that may have occurred.

If I can be of assistance, please call 512/374-5108.



ORIGINAL

January 30, 2009

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

Re: GRANT NBR: SA-T01-10069-09 YEAR OF FUNDING: 16
APPLICATION: Travis County
TITLE: Sheriff's Combined Auto Theft Task Force
AMOUNT: \$ 66,077

Dear Judge Biscoe:

I am pleased to inform you that the above referenced grant is approved in the amount indicated. The grant award must be accepted within 30 days by completing and returning the enclosed grantee acceptance notice in the pre-addressed envelope provided. A copy of the Automobile Burglary & Theft Prevention Authority's Grant Administrative Guide is being forwarded under separate cover to the financial officer designated in your grant application.

I look forward to working with you to ensure the success of your program. Any questions relating to the administration of this grant should be directed to our office by calling the Director, Charles Caldwell (512) 374-5108.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Charles Caldwell', is written over a horizontal line.

Charles Caldwell
Director, ABTPA

**Texas Automobile Burglary and Prevention Authority
Statement of Supplemental Grant Award**

Grant Number: SA-T01-10069-09

Grantee Name: Travis County

Project Title: Sheriff's Combined Auto Theft Task Force

Grant Period: 09/01/2008 - 08/31/2009

ABTPA Award:	\$66,077
Grantee Cash Match:	\$0
Grantee In-Kind Match:	\$0
Total Project Cost:	\$66,077

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) through the Automobile Burglary and Theft Prevention Authority a listing of applicable special conditions are listed below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Administrative Guide.

GRANTEE REQUEST FOR FUNDS

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and action required on the part of the grantee have been satisfied.

GRANT ADJUSTMENTS

Grantee shall submit written requests for grant adjustments, as required by the applicable ABTPA Rule contained in the Grant Administrative Guide for this specific program fund.

Special Conditions and Requirements:

January 28, 2009
AWARD DATE


CHARLES CALDWELL

Automobile Burglary and Theft Prevention Authority
4000 Jackson Avenue, Austin, Texas 78731 512/374-5101

**Texas Automobile Theft
Prevention Authority
Grant Adjustment Notice**


Grant Number: 10069-09 **Adjustment Number:** 8 **Date:** 01/30/2009
Grantee Name: Travis County
Project Title: Sheriff's Combined Auto Theft Task Force (SCATT)
Region: 1200
Grant Period: 09/01/2008 to 08/31/2009
Funding Source: Auto Burglary & Theft Prevention Authority

Approved Supplemental Award Budget

A. Personnel
Overtime \$10,000

D. Equipment
(4) Mobile Data Computers for Agents \$38,156; (4) Mobile Data Computers Mounts \$5,160;

E. Suppl & DOE
Cell Phone Service/Airtime \$2,156; Wireless Airtime for Laptops \$3,395; Fuel & Maintenance for P/R Vehicle \$7,210

By: 

Director

Approved Adjusted Budget Summary

	ATPA	Cash Match	In Kind	TOTAL
A. Personnel:	\$601,236	\$303,856		\$905,092
B. Contractual:				\$0
C. Travel:				\$0
D. Equipment:	\$43,316			\$43,316
E. Supplies:	\$12,761			\$12,761
F. Indirect:				\$0
Total:	\$657,313	\$303,856	\$0	\$961,169



TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY
Last Updated 02-23-09 at 10:48am
GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas Travis County,
hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled Sheriffs' Combined Auto Theft Task Force,
and further identified by grant number SA-T01-10069-09 Supplemental; and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated 01/28/09, certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniformed Grant and Contract Management Standards, and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniformed Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is the Project Director.

NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention Authority.

Certified By:

Date: _____


Signature of Project Director

Tommy Wooley, Sergeant
Name & Title(must print or type)

P0 Box 1748
Official Agency Address(street or post office box)

Austin / 78767 854-6923
City/Zip Code/Telephone Number

Signature of Financial Officer

Susan Spataro, Auditor
Name & Title(must print or type)

P0 Box 1748
Official Agency Address(street or post office box)

Austin / 78767 854-9125
City/Zip Code/Telephone Number

Signature of Authorized Official

Samuel T. Bisco, County Judge
Name & Title (must print or type)

P0 Box 1748
Official Agency Address (street or post office box)

Austin / 78767 854-9555
City/Zip Code/Telephone Number

17



Travis County Commissioners Court Agenda Request

Voting Session February 24, 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 \$411,769.22, for the period of February 6, 2009 to February 12, 2009.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

III. Required Authorizations: Checked if applicable:

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

RECEIVED
COUNTY CLERK'S OFFICE
FEB 24 11 08 AM '09

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: February 24, 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: February 6, 2009 to February 12, 2009

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$411,769.22

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$411,769.22.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
FEBRUARY 6, 2009 TO FEBRUARY 12, 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.

DATE: February 24, 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: February 6, 2009
TO: February 12, 2009

REIMBURSEMENT REQUESTED: \$ 411,769.22

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,271,765.91
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 17, 2009	\$ (859,996.86)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 411,769.22
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 411,769.22

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

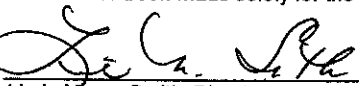
All claims over \$25,000 (2 this week totaling \$135,874.72) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$47,341.73) 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 \$136,369.48.

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.

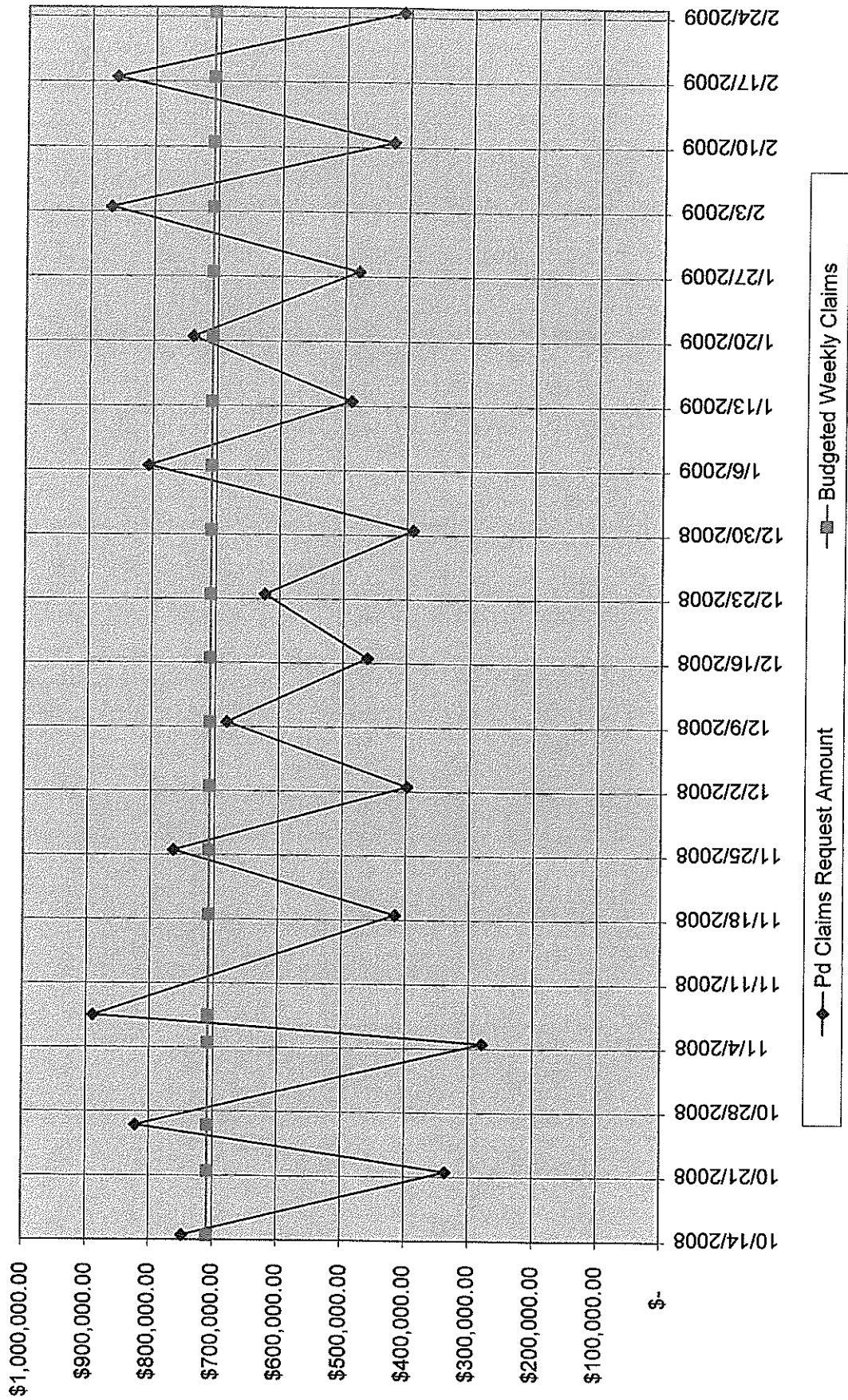
I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 2/17/09
Linda Moore Smith, Director Date

 2-18-09
Dan Mansour, Risk Manager Date

 2-17-09

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
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
		\$ -	\$ -		
Paid and Budgeted Claims - to date		\$ 11,888,242.20	\$ 14,166,295.00		
Amount Under Budget			\$ (2,278,052.80)		
Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.					

Last Updated 02-23-09 at 10:48am

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY
BASED ON THE PRESIDENTS' DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

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: 2009-02-13

REQUEST AMOUNT: \$1,271,765.91

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 0475012038

ABA NUMBER: 021000021

FUNDING

ADVICE FREQUENCY: DAILY

FREQUENCY: FRIDAY

INITIATOR: CUST

METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-02-12	\$713,367.74
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00

= UNDER DEPOSIT:	\$1,225,350.26
------------------	----------------

+ CURRENT DAY NET CHARGE:	\$46,415.65
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT:	\$1,271,765.91
-----------------	----------------

ACTIVITY FOR WORK DAY: 2009-02-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$84,715.05-	\$00.00	\$84,715.05-
5972	\$54.45	\$00.00	\$54.45
TOTAL:	\$84,660.60-	\$00.00	\$84,660.60-

ACTIVITY FOR WORK DAY: 2009-02-09

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$243,347.68	\$00.00	\$243,347.68

Page: 1 of 2

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_02_12

CONTR_NBR	PIN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-1.76 RA		74863561 AI		11	2/9/2009	100	2/11/2009	2/12/2009
701254	632	1.7 RA		74865191 AI		3	2/9/2009	100	2/11/2009	2/12/2009
701254	632	1.64 UW		51357692 A		11	2/5/2009	700	2/9/2009	2/12/2009
701254	632	1.26 RA		75089772 AH		6	2/9/2009	100	2/11/2009	2/12/2009
701254	632	1 UW		43777273 AE		9	1/23/2009	20	2/10/2009	2/12/2009
701254	632	0.28 RA		72820432 AI		16	2/6/2009	100	2/10/2009	2/12/2009
701254	632	0.02 RA		78328534 AA		1	2/11/2009	100	2/13/2009	2/12/2009
701254	632	-1.01 UR		89135681 AH		1	6/4/2007	50	2/9/2009	2/12/2009
701254	632	-1.24 UT		51708374 AA		7	12/21/2007	50	2/9/2009	2/12/2009
701254	632	-1.5 US		26798021 AH		6	7/18/2007	50	2/9/2009	2/12/2009
701254	632	-1.66 UU		4533321 AA		9	2/25/2008	50	2/9/2009	2/12/2009
701254	632	-1.66 US		5949182 AA		1	6/18/2007	50	2/9/2009	2/12/2009
701254	632	-1.66 US		5949181 AA		5	6/18/2007	50	2/9/2009	2/12/2009
701254	632	-1.93 UT		51708371 AA		7	12/21/2007	50	2/9/2009	2/12/2009
701254	632	-10.53 UV		92996081 AA		8	2/3/2009	50	2/9/2009	2/12/2009
701254	632	-10.53 UV		78294551 AA		8	2/3/2009	50	2/9/2009	2/12/2009
701254	632	-12.04 UW		3483671 A		3	2/6/2009	50	2/12/2009	2/12/2009
701254	632	-287.55 NN		SSN0000CAL		0	2/3/2009	600	2/9/2009	2/12/2009
701254	632	-136038.17 NN		SSN0000CAL		0	2/3/2009	600	2/9/2009	2/12/2009

411,769.22

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

For the payment week ending: 02/12/2009

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	ACCT#	ISS_DATE	TRANS_CODE	TRANS_DATE
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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: 2/12/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	78,791.13
RR	526-1145-522.45-29	4,366.02
Total CEPO		\$83,157.15
EPO		
EE	526-1145-522.45-20	101,619.53
RR	526-1145-522.45-21	6,877.80
Total EPO		\$108,497.33
PPO		
EE	526-1145-522.45-25	198,627.10
RR	526-1145-522.45-26	21,487.64
Total PPO		\$220,114.74
Grand Total		\$411,769.22

Travis County Commissioners Court Agenda Request

Voting Session 02/24/09
(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:

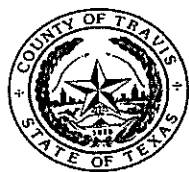
_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

February 24, 2009

ITEM # :

DATE: February 13, 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 PERSONNEL AMENDMENTS --- ROUTINE
NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	200	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
District Atty	2	Attorney Sr Chief Deputy	98 / \$154,692.00	98 / \$154,692.00
Fac Mgmt	36	Groundskeeper*	7 / \$25,860.02	7 / \$25,860.02
Fac Mgmt	42	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Fac Mgmt	145	Custodian*	5 / \$24,960.00	5 / \$24,960.00
JP Pct 4	60003	Court Clerk Asst*	11 / Minimum / \$25,773.07	11 / Minimum / \$25,773.07
Juvenile Court	168	Juvenile Probation Ofcr II	15 / Level 2 / \$35,796.80	15 / Level 2 / \$35,796.80
Juvenile Court	215	Registered Nurse II*	20 / Level 6 / \$55,868.80	20 / Level 6 / \$55,868.80
Juvenile Court	495	Juvenile Probation Ofcr Asst	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Sheriff	1629	Security Coord	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
TNR	603	Volunteer Coord	15 / Level 4 / \$37,814.40	15 / Level 4 / \$37,814.40

* Temporary to Regular

** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20013	Office Asst	8 / \$10.10	8 / \$10.10	02
Juvenile Court	50130	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
TNR	50046	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
TNR	50063	School Crossing Guard	11 / \$13.00	11 / \$13.00	05

****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

CAREER LADDERS – POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Constable 1	7	Deputy Constable* / Grd 61	Deputy Constable Sr* / Grd 63	\$42,604.43♦	\$46,252.54♦	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized ♦FY 08 Non-TCSO POPS Scale prior to 1/16/09 implementation.

CAREER LADDERS – NON-POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Court	431	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	\$28,748.83	\$30,186.27	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	500	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	\$28,748.83	\$30,186.27	Career Ladder. Pay is between min and midpoint of pay grade.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 3	Slot 9 / Deputy Constable Sr / Grd 62 / \$55,063.84	Constable 2	Slot 26 / Deputy Constable Sr / Grd 62 / \$55,063.84	POPS lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
County Atty	Slot 12 / Attorney VII / Grd 29 / \$103,498.27	County Atty	Slot 2 / Attorney Sr Chief Deputy / Grd 98 / \$158,828.37	Promotion. Pay is at midpoint of pay grade.
Fac Mgmt	Slot 19 / Custodial Svcs Supv / Grd 10 / \$26,249.60	Fac Mgmt	Slot 19 / Custodial Svcs Supv / Grd 10 / \$29,139.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Fac Mgmt	Slot 23 / Building Maint Worker / Grd 9 / \$26,644.80	Fac Mgmt	Slot 137 / Building Maint Worker Sr / Grd 11 / \$30,830.38	Promotion. Pay is between min and midpoint of pay grade.
Fac Mgmt	Slot 29 / Custodian Lead / Grd 7 / \$24,066.64	Fac Mgmt	Slot 29 / Custodian Lead / Grd 7 / \$26,707.20	Salary adjustment. Pay is between midpoint and max of pay grade.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Fac Mgmt	Slot 153 / Building Security Guard / Grd 8 / \$22,900.80	Fac Mgmt	Slot 153 / Building Security Guard / Grd 8 / \$26,077.17	Salary adjustment. Pay is between midpoint and max of pay grade.
Fac Mgmt	Slot 154 / Building Maint Worker / Grd 9 / \$25,875.20	Fac Mgmt	Slot 154 / Building Maint Worker / Grd 9 / \$27,555.22	Salary adjustment. Pay is between min and midpoint of pay grade.
Fac Mgmt	Slot 155 / Building Maint Worker / Grd 9 / \$23,836.80	Fac Mgmt	Slot 155 / Building Maint Worker / Grd 9 / \$27,555.22	Salary adjustment. Pay is between min and midpoint of pay grade.
PBO	Slot 16 / Financial Analyst Sr / Grd 19 / Part-time \$24,527.40	PBO	Slot 16 / Financial Analyst Sr / Grd 19 / Full-time \$49,054.80	Status change from part-time to full-time (20 hrs to 40 hrs).
HHS	Slot 232 / Social Worker / Grd 17 / \$45,593.54	HHS	Slot 232 / Social Worker / Grd 17 / \$43,422.42	Salary Adjustment. Interim assignment completed.
HHS	Slot 232 / Social Worker / Grd 17 / \$43,422.42	HHS	Slot 23 / Social Svcs Prgm Admin / Grd 20 / \$51,604.80	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 466 / Corrections Officer Sr / Grd 83 / \$47,573.97	Sheriff	Slot 1071 / Corrections Officer Sr* / Grd 83 / \$47,573.97	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 556 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 164 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 690 / Corrections Officer Sr* / Grd 83 / \$46,475.10	Sheriff	Slot 195 / Corrections Officer Sr* / Grd 83 / \$46,475.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1171 / Telecomm 9-1-1 Spec* / Grd 14 / \$37,232.00	Sheriff	Slot 652 / Security Coord / Grd 12 / \$33,508.80	Employee demoted from pay grade 14 to 12. HRMD reviewed supporting documents. Pay is between min and midpoint of pay grade.
Sheriff	Slot 1256 / Detective Law Enforcement / Grd 75 / \$79,292.93	Sheriff	Slot 1615 / Detective Law Enforcement / Grd 75 / \$79,292.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1485 / Corrections Officer Sr / Grd 83 / \$42,107.10	Sheriff	Slot 950 / Corrections Officer Sr* / Grd 83 / \$42,107.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1615 / Detective Law Enforcement / Grd 75 / \$79,292.93	Sheriff	Slot 1256 / Detective Law Enforcement / Grd 75 / \$79,292.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

#

19

Travis County Commissioners Court Agenda Request

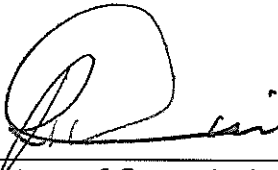
Voting Session February 24, 2009
(Date)

Work Session _____
(Date)

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

B. Requested Text

RECEIVE PRESENTATION FROM STAR OF TEXAS RODEO ON ITS HISTORY AND ON UPCOMING EVENTS

by: 
Signature of Commissioner(s) or County Judge

- I. A. Backup memorandum and exhibits should be attached and submitted with this
II. 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

RECEIVED
COUNTY JUDGE'S OFFICE
09 FEB 18 PM 12:32

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: FEBRUARY 24, 2009

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT DESCRIBING COLLABORATIVE RELATIONSHIP BETWEEN TRAVIS COUNTY AND BASTROP-TRAVIS EMERGENCY SERVICES DISTRICT NO. 1.
- C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

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

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



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

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

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee, Interim Fire Marshal*

MEMORANDUM

*Medical Examiner
Dr. David Dolinak*

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager Emergency Services *1/23/09*

Date: February 17, 2009

Subject: Collaborative Relationship Agreement with Bastrop-Travis Emergency Services District No.1

*STAR Flight
Casey Ping, Program Manager*

It is with great pride that I submit the attached Collaborative Relationship Agreement with Bastrop-Travis Emergency Services District No. 1 for your consideration and action. This action will result in all fourteen Emergency Services Districts having signed off on the Collaborative Relationship Agreement with Travis County. This effort has been achieved by ESD Chiefs, ESD Commissioners, ESD Attorneys, and Travis County staff working together in the desire to deliver emergency services to the residents of Travis County by coordination and cooperation with each other.

This Agreement will allow the participating members to establish, in accordance with applicable Texas law, an interlocal association and working group to improve the efficiency and effectiveness in the delivery of emergency services within Travis County through the coordination of services and available resources provided by emergency services districts in Travis County through interlocal contracts, and establish a communication and decision coordination process (see model in the back of the Agreement) for the delivery of unified, countywide emergency services through a cooperative relationship.

Potential types of services and activities are emergency medical first response, fire and explosion related services, homeland security, mutual aid, planning and budgeting, acquisition of equipment and supplies, training, hazmat, development of standardized methods of measuring and reporting the effectiveness of related programs in achieving goals and objectives, and defining goals and objectives and placing timelines on them.

We welcome Bastrop-Travis Emergency Services District No. 1 into our cooperative relationship.

**INTERLOCAL COOPERATION AGREEMENT
RELATED TO RELATIONSHIP
AMONG ORGANIZING GOVERNMENT UNITS**

This Interlocal Cooperation Agreement ("Agreement") is executed by and among the following parties:

Travis County, Texas ("County")
Travis County Emergency Services District No. 1,
Travis County Emergency Services District No. 2,
Travis County Emergency Services District No. 3,
Travis County Emergency Services District No. 4,
Travis County Emergency Services District No. 5,
Travis County Emergency Services District No. 6,
Travis County Emergency Services District No. 8,
Travis County Emergency Services District No. 9,
Travis County Emergency Services District No. 10,
Travis County Emergency Services District No. 11,
Travis County Emergency Services District No. 12,
Travis County Emergency Services District No. 13,
Travis County Emergency Services District No. 14, and
Bastrop-Travis Emergency Services District No. 1
(all parties collectively referred to as the "Organizing Government Units").

Participating Members do hereby organize and establish the Travis County Emergency Services Districts Commissioners Council ("ESDCC"), an administrative association and working group established in accordance with Section 791.001, *et seq.*, of the Texas Government Code ("the Act"), and, in accordance with these recitals:

RECITALS

Organizing Government Units desire to deliver emergency services to the residents of the county by coordinating with the Participating Members.

The Participating Members wish to establish, in accordance with applicable Texas law, an interlocal association and working group to improve the efficiency and effectiveness in the delivery of emergency services within Travis County through the coordination of services and available resources provided by emergency services districts in Travis County through interlocal contracts and establish a communication and decision coordination process for the delivery of unified, countywide emergency services through a cooperative relationship among Participating Members. Although Participating Members may contribute to the emergency response system by providing personnel and assets of value to the system and County may provide services to emergency services districts either through County resources or through subcontracting with other third parties or government entities as service providers, this Agreement is limited to describing the process by which the Participating Members work together at the time of the execution of this Agreement.

The Participating Members, acting in accordance with the Interlocal Cooperation Act (the "Interlocal Act"), Chapter 791, Texas Government Code, as amended, desire to cooperatively

establish the ESDCC for the purpose of fulfilling their respective public and governmental purposes, needs, objectives and programs.

AGREEMENT

NOW, THEREFORE, the Participating Members mutually agree to the following terms and conditions:

1.0 Term.

1.1. Initial Term. This Agreement commences on the date on which it is signed by any two Organizing Government Units. This Agreement continues in force until September 30, 2009. If any Organizing Government Unit does not sign this Agreement before it is approved by the Travis County Commissioner Court desires to participate in this Agreement, the terms and conditions of this Agreement become effective for that Organizing Government Unit upon execution of an Interlocal Participation Agreement by the County and that entity.

1.2. Automatic Renewal. This Agreement automatically renews on October 1, 2009, for a term of one (1) year and automatically renews for terms of one (1) year each year thereafter unless sooner terminated pursuant to 10.0.

2.0 Definitions.

2.1. A/TC EMS/SF. "A/TC EMS/SF" means Austin Travis County Emergency Services and STAR Flight.

2.2. Austin-Travis County EMS System. "Austin-Travis County EMS System" means the governmental and other entities that have entered into agreements that provide for the unified provision of emergency medical services within Travis County, Texas, and at the execution of this Agreement includes the COA-County Interlocal.

2.3. CAFCA. "CAFCA" means Capitol Area Fire Chiefs' Association.

2.4. COA-County Interlocal. "COA-County Interlocal" means the Interlocal Agreement between the City of Austin and Travis County for Emergency Medical Services and, at the execution of this Agreement, the Interlocal Agreement between the City of Austin and Travis County for Use and Management of **STAR Flight** executed by both parties in December 2004 and both subsequently amended annually for extension and updating financial obligations, staffing levels and similar matters.

2.5. Commissioners Court. "Commissioners Court" means Travis County Commissioners Court.

2.6. County Emergency Services Executive Manager. "County Emergency Services Executive Manager" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement.

2.7. District. "District" means an emergency services district that is a Participating Member under this Agreement.

2.8. District Board. "District Board" means the Board of Emergency Services Commissioners of a Participating Member.

2.9. EMS Advisory Board. "EMS Advisory Board" and "EMSAB" mean the group required by the COA-County Interlocal with a membership that includes representation from all of the types of organizations and entities that participate in the provision of emergency medical services in Travis County who are cooperatively selected by the Commissioners Court and the City Council.

2.10. EMS Director. "EMS Director" means the City of Austin Director of EMS or designee for as long as there is an interlocal agreement between the City of Austin and Travis County for the provision of emergency medical services that provides for EMS Director services, and thereafter, means the position that performs a comparable role in the provision of pre-hospital emergency transport services within Travis County and outside the City of Austin.

2.11. ES Standards Advisory Team. "ES Standards Advisory Team" and "ESSAT" mean the emergency services group established by this Agreement for the purpose of recommending operation standards for medical first response and emergency medical services, fire protection services, hazardous materials containment and services, mutual aid, homeland security, and other emergency services that may be provided by the Participating Members.

2.12. ESDCC. "ESDCC" means the council of emergency services commissioners established by this Agreement to advise and make recommendations to the Participating Members about matters related to emergency services in Travis County and to promote greater efficiency and effectiveness in the delivery of emergency services within Travis County, including pre-hospital emergency transport and medical services.

2.13. Office of the Medical Director. "Office of the Medical Director" means the office established to provide medical direction and oversight for the Austin-Travis County EMS System who, at the time of execution of this Agreement, is selected in accordance with the terms of the COA-County Interlocal.

2.14. Participating Member. "Participating Member" means any Organizing Government Unit that has executed this Agreement before its approval by the Commissioners Court and any Organizing Government Unit that subsequently executes an Interlocal Participation Agreement to become a party to this Agreement.

3.0 EMERGENCY SERVICES DISTRICTS COMMISSIONERS COUNCIL

3.1. Establishment of ESDCC. The ESDCC is established by the execution of this Agreement in order to advise and make recommendations to the Participating Members about matters related to emergency services in Travis County. Participating Members shall actively participate in the ESDCC. The ESDCC aims to accomplish its purpose by fostering collaborative and planning relationships among its member organizations and others; serving as a forum to develop and share ideas; providing recommendations to the District Boards and Travis County Commissioners Court; and recognizing and respecting each Participating Member's rights, jurisdiction, and responsibilities. It is anticipated that ESDCC is primarily concerned with policy and administration related issues.

3.2. Appointment of Representatives. The ESDCC is composed of one representative selected by each Participating Member except Travis County. Within one month after the effective date of this Agreement, each District shall select one person who is currently serving on its District Board to be a member of the ESDCC and designate one person who is currently serving on its District Board as an alternate to attend meetings of the ESDCC if the District's representative is not available. If at any time a District's representative or alternate becomes unable or unwilling to serve on the ESDCC or is no longer currently serving on the District Board, that District shall appoint a replacement person who is currently serving on its District Board within 30 days. Each Participating Member may determine the term of its appointees to the ESDCC.

3.3. Scope of ESDCC. The Participating Members recognize the national model of emergency services includes fire suppression; fire prevention and control; rescue operations; hazardous materials response; emergency medical assistance and other related services. The Participating Members desire to emulate this model through implementation of their respective internal policies and administrative practices.

3.4. Meeting Schedule. The ESDCC shall meet monthly and shall notify each Participating Member of the time, date and place of the monthly meetings.

3.5. Appointment of Committees. The ESDCC may appoint any committees that will facilitate its purpose and elect officers, if any, and establish the role and responsibilities of any such officers as deemed appropriate by the ESDCC.

3.6. Studies and Recommendations. The ESDCC will study and make recommendations to the Participating Members regarding improving the efficiency and effectiveness in the delivery of emergency services within Travis County through the coordination of services and available resources provided by Participating Members through interlocal contracts.

4.0 EMERGENCY SERVICES STANDARDS ADVISORY TEAM

4.1. Establishment of the ESSAT. The ESSAT is established by the execution of this Agreement. Participating Members shall actively participate in the ESSAT. It is anticipated that ESSAT is primarily concerned with day-to-day operational issues.

4.2. Appointment of Members.

4.2.1 The Participating Members that are emergency services districts hereby authorize their respective Fire Chiefs to appoint at least three fire chiefs from CAFCA to the ESSAT. At least one of the appointees must be from an emergency services district that has adopted a District fire code.

4.2.2 The Participating Members hereby authorize Travis County to appoint one management representative from County's Emergency Services staff to the ESSAT.

4.2.3 In addition, the ESSAT includes the following individuals as ex-officio participants to provide resource material and participate in discussion only on decisions related to their areas of expertise:

4.2.3.1 Office of the Medical Director representative for clinical and medical aspects of first response and emergency medical services,

4.2.3.2 EMS Director for emergency medical services;

4.2.3.3 Travis County Fire Marshal for fire prevention and investigation services including fire code enforcement; and

4.2.3.4 Travis County Emergency Management Coordinator for hazardous materials containment and services, and regional mutual aid and homeland security.

4.3. Powers and Duties of ESSAT.

The Participating Members recognize the national model of emergency services includes fire suppression; fire prevention and control; rescue operations; hazardous materials response; emergency medical assistance and other related services. The Participating Members desire to emulate this model in their respective internal approaches to day-to-day operational issues .

4.4. Meeting Schedule. The ESSAT shall meet at least monthly and shall notify each Participating Member of the time, date and place of the monthly meetings;

4.5. Appointment of Committees. The ESSAT may appoint any committees that will facilitate its purpose and elect officers, if any, and establish the role and responsibilities of any such officers as deemed appropriate by the ESSAT; and

4.6. Studies and Recommendations. The ESSAT will study and make recommendations to the ESDCC and Participating Members regarding improving the efficiency and effectiveness in the delivery of emergency services within Travis County through the coordination of services and available resources provided by Participating Members through interlocal contracts.

5.0 Model For Planning Delivery of Emergency Services.

5.1. Adoption of Model. The Participating Members adopt the Model for Planning the Delivery of Emergency Services shown in Attachment "B," which is a diagram that depicts the desired flow of information, ideas, requests, decisions and sharing of talents, resources and expertise among the Participating Members and with the City of Austin. This model shows this Agreement as a solid straight line between County and emergency services districts.

5.2. Communication through ESDCC. The Model for Planning shows communication and cooperation between executives of County and the members of the District Board and among representatives from Participating Members both directly in the curved solid line and indirectly through ESDCC in the curved dashed line. It implies that the ESDCC is an effective group through whom the District's representative may relay information to their District Board and Travis County Commissioners Court and may provide meaningful information that represents the District Board's discussions and preferences. It also implies that at times it may be appropriate for the County Emergency Services Executive Manager to attend meetings of the District Board and for members of the District Board who are not on the ESDCC

to meet with the County Emergency Services Executive Manager or a member of the Commissioners Court or attend meetings of the Commissioners Court.

5.3. Communication through CAFCA. The Model for Planning also shows communication and cooperation between employees and volunteers of an emergency services district and the County both directly in the curved solid line and indirectly through CAFCA in the curved dashed line. It implies that CAFCA is an effective group through which the District fire chief may relay information to the District Board and the Travis County Commissioners Court and may provide meaningful information that represents the District Board's discussions and preferences.

5.4. Communication through ESSAT. The Model for Planning also shows communication and cooperation between representatives of CAFCA through ESSAT to ESDCC directly in the straight solid line. It implies that ESSAT is an effective group through which the representatives of CAFCA may relay information to the ESDCC and may provide meaningful information that represents CAFCA's discussions and preferences.

5.5. Role of COA-County Interlocal. In addition, this model acknowledges the COA-County Interlocal in which the EMS Advisory Board is created, the services of A/TC EMS/SF are governed and the OMD is described. It shows that an emergency services district's involvement in the EMS Advisory Board is indirect through County and the COA-County Interlocal. It implies that the Participating Members understand that currently the COA-County Interlocal affects what County may do and to effect changes to many aspects of the Austin Travis County EMS System the cooperation and agreement of the City of Austin is needed.

6.0 Potential Types of Services and Activities.

The types of services and activities in which Participating Members are involved include but are not limited to the following which may benefit from coordination through using the Model described in Section 5:

6.1. emergency medical first response and advanced emergency medical services and transport, including training and medical supplies for doing so,

6.2. fire and explosion related services, including fire fighting and rescue services, fire investigation and inspections, fire prevention through education and regulation of development, control of wildfire threat to life and property, hazardous materials response, containment and services associated with community well being and ecosystem health,

6.3. homeland security, including disaster response and recovery planning and training,

6.4. mutual aid in all of the above areas of service,

6.5. planning and budgeting,

6.6. acquisition of equipment and supplies,

6.7. the adoption and implementation of national guidelines, for example, those published by the Center for Public Safety Excellence in Strategic Planning, Risk Assessment and

Standards of Response Coverage and standards like the National Incident Management System (NIMS),

6.8. development of standardized methods for measuring and reporting the effectiveness for related programs in achieving goals and objectives,

6.9. defining goals and objectives and placing timelines on them, and

6.10. developing a common set of criteria to be used in evaluating the effectiveness of emergency service organizations.

7.0 County Relationship Support Services and Agreements.

7.1. Administrative Support. County shall provide the administrative and coordinating support for Participating Members necessary to implement this Agreement. Because the representatives of emergency services districts negotiating this Agreement have requested that the County Emergency Services Executive Manager serve as the Facilitator of the ESDCC, County and Commissioners Court authorizes the County Emergency Services Executive Manager to serve as the Facilitator of the ESDCC until a majority of the ESDCC representatives at a meeting of the ESDCC, where a quorum is present, vote for another person to perform this function.

7.2. EMS Advisory Board Appointee. County shall appoint, as part of its four appointees, one representative selected based on their appointment to the ESDCC to serve on the EMS Advisory Board.

8.0 Miscellaneous Provisions.

8.1. Limit of Authority to Represent. The Participating Members intend to enter this Agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to each of them as an independent contractor. This Agreement shall be construed to give effect to this intent. No Participating Member is authorized to represent any other Participating Member for any purpose whatsoever without the prior written consent of the other party. Representatives, commissioners, employees, and volunteers of any Participating Member shall not be considered to be employees or volunteers of any other Participating Member.

8.2. Limit on Agents. No agent, official, employee or representative of a Participating Member has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the Participating Member's governing body.

8.3. Limit on Effect of Agreement. By entering into this Agreement, Participating Members are not deemed to have ceded or transferred any of their respective authority or responsibility as set forth by law.

8.4. Assignment. No Participating Member may assign any of the rights or duties created by this Agreement without the prior written approval of all other Participating Members. It is acknowledged by the Participating Members that no officer, agency, employee or representative of a Participating Member has any authority to grant such assignment unless expressly granted that authority by the Participating Member's governing body.

8.5. Compliance with Law. Participating Members shall comply with all laws, rules and regulations applicable to the performance of this Agreement.

8.6. Funds Management.

8.6.1 IRS Form W-9. Before any funds are payable to County, County shall provide the Participating Member paying the funds with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations. Before any funds are payable by County to any other Participating Member, that Participating Member shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.

8.6.2 Current Revenue. Participating Members shall pay for their obligations under this interlocal Agreement from current revenue funds.

9.0 Formal Amendment Process.

9.1. Written Notice. Any change to this Agreement shall be made in writing and signed by all the Participating Members. It is acknowledged by each Participating Member that no officer, agency, employee or representative of a Participating Member has any authority to change the provisions of this Agreement unless expressly granted that specific authority by the respective governing body.

9.2. Request for Amendment. Participating Members shall submit all requests for changes to this Agreement to the Facilitator of the ESDCC. The Facilitator of the ESDCC shall present these requests to all Participating Members for consideration by their respective governing bodies.

10.0 Methods of Termination.

10.1. Annual Termination. Any Participating Member to this Agreement may terminate its participation in this Agreement without cause effective the next September 30, by giving 30 days prior written notice to all other Participating Members.

10.2. Termination for Breach. Any Participating Member may terminate its participation in this Agreement if it finds that another Participating Member has breached this Agreement. Before termination, the terminating Participating Member shall provide written notice to all other Participating Members of any alleged breaches. Upon receipt of this notice, the breaching Participating Member has 30 days to correct the alleged breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating Participating Member. Failure to correct the alleged breaches or give a satisfactory explanation within 30 days results in automatic termination of this Agreement with respect to the terminating Participating Member at the end of the 30-day period unless the terminating Participating Member agrees in writing to extend the time to cure the alleged breaches.

10.3. Mutual Termination. The Participating Members may terminate this Agreement when both all Participating Members agree, in writing, (1) that the continuation of some or all of

the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and (2) what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the Agreement to be terminated.

10.4. Termination on Dissolution of District. If a Participating Member is dissolved, this Agreement is automatically terminated with respect to that Participating Member effective on the date of dissolution.

11.0 Notice.

11.1. Written Notice. All notices sent pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

11.2. County Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Judge, Travis County
314 West 11th Street, Room 520
Austin, Texas 78701

If mailed to:

County Judge, Travis County
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

Executive Manager
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

If mailed to:

Executive Manager
Emergency Services
P.O. Box 1748
Austin, Texas 78767

11.3. District Addresses. Notices sent pursuant to this Agreement shall be delivered or sent to Participating Members at the addresses shown in Attachment "A" or in the Interlocal Participation Agreements subsequently executed by other Participating Members.

11.4. Notice to County Attorney. To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

11.5. Notice to Other Participating Member's Attorney. To be effective against any other Participating Member, a copy of the notice must also be sent to the office of that Participating Member's attorney at the address shown in Attachment "A".

11.6. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

11.7. Change of Address. Any Participating Member may change its address for notice under this Agreement by providing a notice of the change to all other Participating Members in compliance with this 11.0.

12.0 Interpretation of Agreement.

12.1. Third Party Rights Not Created. This Agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a Participating Member and no Participating Member is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to this Agreement.

12.2. Entire Agreement. This is the entire agreement between the parties regarding the subjects and terms of this Agreement. The Attachments that are part of this Agreement are limited to Attachment A—Addresses for Notice for Each Participating Member and Attachment B—Model of Planning Delivery of Emergency Services.

12.3. Law. This Agreement is governed by and shall be construed in accordance with the laws of Texas and is performable in Travis County, Texas.

12.4. Severability. If any portion of this Agreement, or application of it to any person or circumstance, is held invalid, illegal or unenforceable by a court of competent jurisdiction, that holding shall not affect other terms, conditions, or applications of this Agreement which shall be given effect without the invalid terms, conditions or applications.

12.5. 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.

12.6. Gender and Number. Words of gender used in this Agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this Agreement requires otherwise.

12.7. Headings. The headings at the beginning of the various provisions of this Agreement have only been included 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.

13.0 Duplicate Originals. This document may be executed in duplicate originals.

(signatures on following pages)

TRAVIS COUNTY

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

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 12

By: _____ Date: _____
[Name of signor] , [Title of signor]

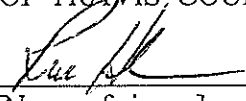
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 13

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 14

By: _____ Date: _____
[Name of signor] , [Title of signor]

BASTROP-TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1

By:  Date: 12-19-08
[Name of signor] , [Title of signor]
Rick Harkins President

ATTACHMENT A

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1

Address if hand delivered:

John P. Craddock
Travis County Emergency Services District Number 1
18300 Park Drive
Jonestown, Texas 78645

Address if mailed:

John P. Craddock
Travis County Emergency Services District Number 1
18300 Park Drive
Jonestown, Texas 78645

Address of Attorney:

Ken Campbell
Burns Anderson Jury & Brenner, L.L.P.
Travis County Emergency Services District Number 1
P.O. Box 26300
Austin, Texas 78730

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2

Address if hand delivered:

Terry Struble
Travis County Emergency Services District Number 2
203 Pecan Street East
Pflugerville, Texas 78660

Address if mailed:

Terry Struble
Travis County Emergency Services District Number 2
203 Pecan Street East
Pflugerville, Texas 78660

Address of Attorney:

John Carlton
Travis County Emergency Services District Number 2
100 Congress Ave. suite 1300
Austin, Texas 78701

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

Address if hand delivered:

Rick Coneway
Travis County Emergency Services District Number 3
4111 Barton Creek Blvd.
Austin, Texas 78735

Address if mailed:

Rick Coneway
Travis County Emergency Services District Number 3
4111 Barton Creek Blvd.
Austin, Texas 78735

Address of Attorney:

Ken Campbell
Burns, Anderson, Jury & Brenner, L.L.P.
Travis County Emergency Services District Number 3
P.O.Box 26300
Austin, Texas 78755

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

Address if hand delivered:

Kevin MacDonnell
Travis County Emergency Services District Number 4
11800 North Lamar Blvd. #4B
Austin, Texas 78753

Address if mailed:

Kevin MacDonnell
Travis County Emergency Services District Number 4
11800 North Lamar Blvd. #4B
Austin, Texas 78753

Address of Attorney:

John Carlton
Armbrust & Brown
Travis County Emergency Services District Number 4
100 Congress Ave. #1300
Austin, Texas 78701

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

Address if hand delivered:

Warren Hassinger
Travis County Emergency Services District Number 5
3404 Socorro Trail
Austin, Texas 78739

Address if mailed:

Warren Hassinger
Travis County Emergency Services District Number 5
P.O.Box 1239
Manchaca, Texas 78652

Address of Attorney:

Ken Campbell
Burns, Anderson, Jury and Brenne L.L.P.
Travis County Emergency Services District Number 5
P.O. Box 26300
Austin, Texas 78755

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

Address if hand delivered:

Paula S. Barr
Travis County Emergency Services District Number 6
15516 General Williamson Drive
Austin, Texas 78734

Address if mailed:

Paula S. Barr
Travis County Emergency Services District Number 6
15516 General Williamson Drive
Austin, Texas 78734

Address of Attorney:

Doug Young
Scanlon, Buckle & Young, P.C
Travis County Emergency Services District Number 6
602 W. 11th Street
Austin, Texas 78701

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

Address if hand delivered:

Allyn Graif
Travis County Emergency Services District Number 8
801 Bee Creek Road
Briarcliff, Texas 78669

Address if mailed:

Allyn Graif
Travis County Emergency Services District Number 8
801 Bee Creek Road
Briarcliff, Texas 78669

Address of Attorney:

Ken Campbell
Burns, Anderson, Jury & Brenner, L.L.P.
Travis County Emergency Services District Number 8
P.O. Box 26300
Austin, Texas 78755

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

Address if hand delivered:

Nick Comsudi
Travis County Emergency Services District Number 9
1011 Westlake Drive
Austin, Texas 78746

Address if mailed:

Mike Elliott
Travis County Emergency Services District Number 9
P.O. Box 162170
Austin, Texas 78716

Address of Attorney:

Ken Campbell
Burns, Anderson, Jury & Brenner, L.L.P.
Travis County Emergency Services District Number 9
P.O. Box 26300
Austin, Texas 78730

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

Address if hand delivered:

Glen Reid
Travis County Emergency Services District Number 10
353 South Commons Ford Road
Austin, Texas 78733

Address if mailed:

Glen Reid
Travis County Emergency Services District Number 10
353 South Commons Ford Road
Austin, Texas 78733

Address of Attorney:

Ken Campbell
Travis County Emergency Services District Number 10
7804 Bell Mountain Road
P.O. Box 26300
Austin, Texas 78730

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

Address if hand delivered:

Darla Wegner
Travis County Emergency Services District Number 11
9019 Elroy Road
Del Valle, Texas 78617

Address if mailed:

Darla Wegner
Travis County Emergency Services District Number 11
P.O. Box 1043
Del Valle, Texas 78617

Address of Attorney:

John Carlton
Armburst & Brown, L.L.P.
Travis County Emergency Services District Number 11
100 Congress Avenue, suite 1300
Austin, Texas 78701

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 12

Address if hand delivered:

Jesse Arellano
Travis County Emergency Services District Number 12
405 W. Parsons St.
Manor, Texas 78653

Address if mailed:

Jesse Arellano
Travis County Emergency Services District Number 12
405 W. Parsons St.
Manor, Texas 78653

Address of Attorney:

Ken Campbell
Travis County Emergency Services District Number 12
P.O. Box 26300
Austin, Texas 78775

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 13

Address if hand delivered:

Marilyn Samuelson
Travis County Emergency Services District Number 13
14914 Svenska Rd.
Coupland, Texas 78615

Address if mailed:

Marilyn Samuelson
Travis County Emergency Services District Number 13
P.O. Box 1017
Manor, Texas 78653

Address of Attorney:

Ken Campbell
Burns, Anderson, Jury & Brenner, L.L.P.
Travis County Emergency Services District Number 13
P.O. Box 26300
Austin, Texas 78755

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 14

Address if hand delivered:

Lonnie Moore
Travis County Emergency Services District Number 14
15406 FM 2769
Volente, Texas 78641

Address if mailed:

Lonnie Moore
Travis County Emergency Services District Number 14
15406 FM 2769
Volente, Texas 78641

Address of Attorney:

Ken Campbell
Burns, Anderson, Jury & Brenner, L.L.P.
Travis County Emergency Services District Number 14
P.O. Box 26300
Austin, Texas 78755

BASTROP-TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1

Address if hand delivered:

[Name of person to receive notice]
Bastrop-Travis County Emergency Services District Number 1
[Street Address of District]
[City, State, Zip code]

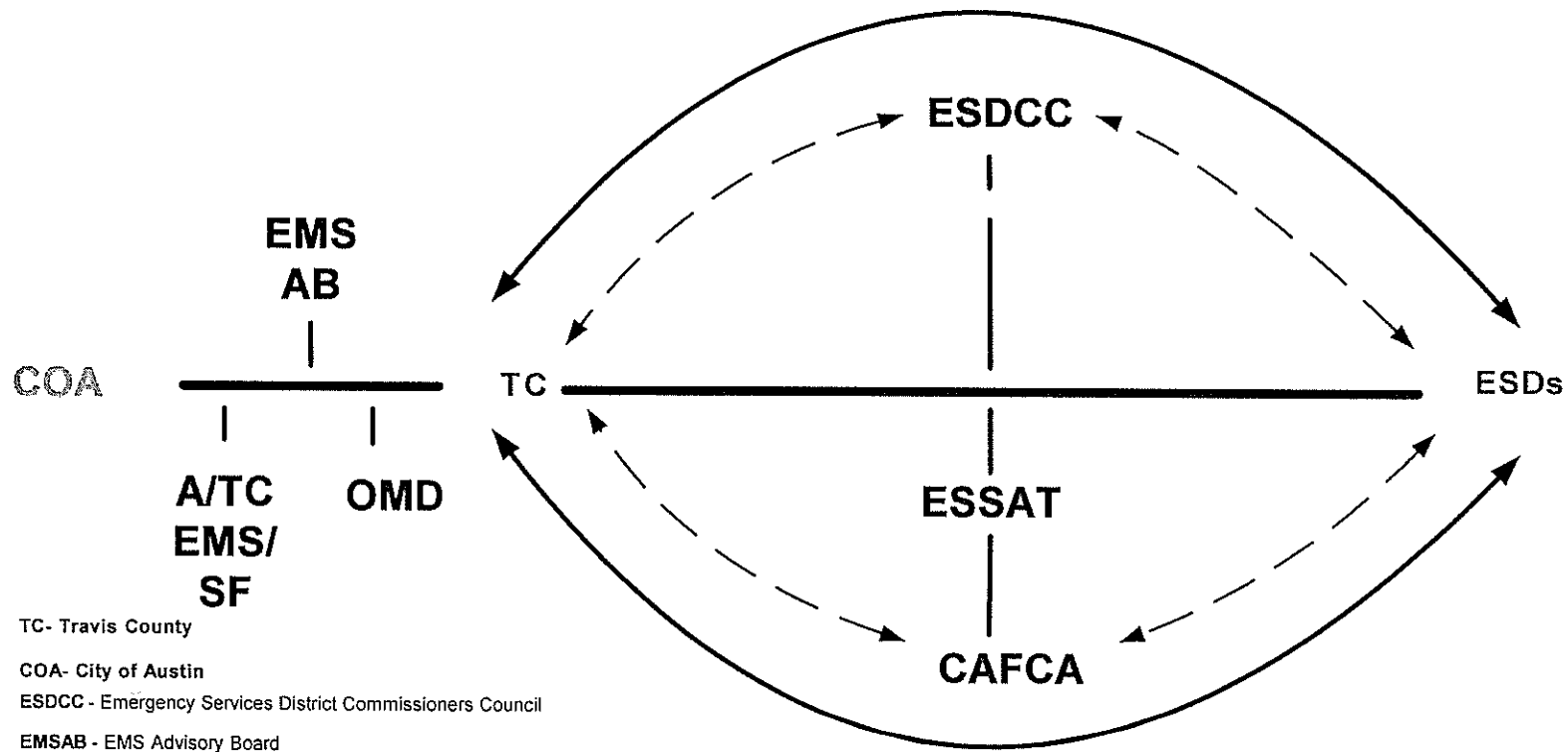
Address if mailed:

[Name of person to receive notice]
Bastrop-Travis County Emergency Services District Number 1
[Street Address of District]
[City, State, Zip code]

Address of Attorney:

[Name of Attorney]
[Name of Attorney's firm]
Bastrop-Travis County Emergency Services District Number 1
[Address of Attorney's Firm]
[City, State, Zip code]

MODEL FOR PLANNING THE DELIVERY OF EMERGENCY SERVICES



TC- Travis County

COA- City of Austin

ESDCC - Emergency Services District Commissioners Council

EMSAB - EMS Advisory Board

A/TC EMS/SF - Austin Travis County EMS/SF

ESSAT - Emergency Services Standards Advisory Team

ESDs - Emergency Services Districts

OMD-Office of Medical Director

CAFCA - Capital Area Fire Chiefs Association

AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: February 24, 2009
 - **Requested Action:** Consider and Take Appropriate Action on Approving a Request for an Extension of Time to Compete the 2006 Law Enforcement Terrorism Prevention Program Grant.
-

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information:** Pete Baldwin 974-0472
 - **Summary of Program Objective/Staff Recommendation:** Travis County received \$20,000 under the 2006 Law Enforcement Terrorism Prevention Program Grant. All items have been ordered but one purchase of two Chlorine C Kits has not been received. Until Travis County receives the items and issues payment the reimbursement process cannot be completed. The request for a two month extension will allow time to complete the process and close out the grant. The Department of Emergency Services recommends approval of the request for a two month extension on the 2006 Law Enforcement Terrorism Prevention Program Grant.
 -
 - **Additional Programmatic issues/concerns:** Chlorine C Kits are used to patch leaking chlorine cylinders and will be used when necessary by the Hazardous Materials Response Team.
-

Post Updated On: 3-10-09 at 10:18am
DEPARTMENT OF EMERGENCY SERVICES

P.O. Box 1748, AUSTIN, TEXAS 78767
(512) 854-9367, FAX (512) 854-6471



Danny Hobby
Executive Manager Emergency Services

Office of Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Office of the Fire Marshal
Hershel Lee, Asst. Fire Marshal

February 18, 2009

Mr. Jack Colley, State Coordinator
Governor's Division of Emergency Management
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0001

SUBJECT: Travis County 2006 Law Enforcement Terrorism Prevention Program
(LETPP) Grant Extension

Dear Mr. Colley:

Travis County requests a two month extension on the 2006 LETPP grant deadline. Two items ordered are taking an extended amount of time to be shipped. Travis County has encumbered the funds for purchasing these items but they have not been delivered. Invoices cannot be finalized until the items are received. The expected delivery date has already passed and there is not a new estimated arrival date. The specific items are:

Indian Springs Mfg. Co. Chlorine Institute Emergency Kit C (2 kits)

In addition, there has been some issues arrive with the billing of several items that have been received and we will be unable to submit proof of payment until these issues are settled with the vendors. I appreciate your consideration on this request.

Sincerely,

Samuel T. Biscoe
Travis County Judge

RECEIVED
COUNTY JUDGE'S OFFICE
Travis County Commissioners Court Agenda Request

Meeting Date: February 24, 2009 09 FEB 17 AM 9:32

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF
BARKER KEITH II TO THE EMERGENCY SERVICE DISTRICT #6 BOARD.**

C. Sponsor: Karen Huber
County Commissioner or County Judge

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

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

DANNY HOBBY, EMERGENCY SVCS	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

Barker Franklin Keith II

Voice: 512-

/Office 512-

Cell 512-

FAX: 512

email:



Summary

Proven business acumen, outstanding communication and information technology skills with 30 years of progressive Sales, Marketing and P & L experience including line and management positions. Proven track record growing Domestic and International businesses in chemical and consumer product industries making significant contributions to corporate profitability. Highly successful results oriented entrepreneurial professional with recent success in owning/operating Outpatient Aquatic & Land Physical Therapy business.

Professional Experience

Lakeway Aquatic Therapy & Wellness Center

Austin, TX

President & Owner

February 2000 to Present

- Responsible for entire business startup operations of a state of the art aquatic physical therapy outpatient rehabilitation clinic.
- Directing new building design with local architects.
- Developed five-year strategic business plan and secured long term financing.
- Developing strategic relationships with local officials to accelerate project development.
- Coordinating with building site owner to assist in fulfilling Towers of Lakeway strategic plan.
- Implementing multiple software information technology plans for new business startup.
- Coordinating with outside services a new and unique wellness advertising and public relations image to the medical community.
- Created wellness brand strategy to increase market penetration and focus company to growing market opportunities.
- Managing Internet support strategy and web site development.
- Directing the hire and development of professional and support personnel totaling 11 people.

Sprint/Rothhammer International Inc

San Luis Obispo, CA

President/CEO & Owner

April 1997 to February 2000

- Responsible for entire business operations of 8 million dollar catalog direct mail aquatic exercise and therapy products business.
- Directed and managed full time staff of 15.
- Developed yearly sales and expense budgets.
- Developed marketing and sales programs to increase business 200% and return to profitability.
- Directed supply chain management system for 1400 internationally sourced products.
- Directed the implementation of a full Y2K system upgrade. Coordinated with outside services new product image, three new catalogs. Created brand strategy to increase market penetration

and refocus company to growing market segments.

- Managed tradeshow selling programs.
- Directed public relations programs in target markets, including the emerging aquatic therapy market.
- Fostered development of personnel in managerial capacity.
- Developed a 5-year strategic plan.

Zeneca (formerly ICI-Americas)- Pool Products Business
North American Brand Manager

Wilmington, DE
January 1996 to April 1997

- Responsible for Profit and Loss of \$52 million dollar business.
- Developed and directed North America 10 year strategic plan.
- Directed advertising staff in the implementation of multimillion-dollar communications plan which included print, broadcast and Internet programs.
- Developed and implemented sales and marketing programs for new product launches.
- Directed sales and marketing team to achieve business's strategic plan.
- Developed yearly marketing programs to support primary and trailing brand strategies, which included launching a generic brand to defend against competitive entry.
- Responsible for business cash position and return on net assets.

Intn'l Mk't Development Manager

Wilmington, DE.
December 1994 to January 1996

- Developed and directed the implementation of international sales and marketing strategies for swimming pool products in 15 countries, including P & L responsibility.
- Identified, assessed, and developed new business in new or re-developing world markets utilizing Zeneca technology in recreational water.
- Managed an international staff of 10 professionals in Europe.
- Managed contract agents in South America, Asia and Australia.
- Developed an international industry image for Zeneca Pool Products.

National Sales Manager

October 1988 to December 1994

- Responsible for sales and staff development of Baquacil, non-chlorine consumer swimming pool water treatment program in the USA.
- Developed and directed sales strategies to increase business from \$13.5 million to \$48.0 million in the specialty retail sector.
- Directed a regional and field organization of 22 full-time sales professionals.
- Directed the management of 1200 retail brand locations by developing a national authorized dealer and contract program.
- Directed outside services to create a new product image and promotional support program, including public relations.
- Created and managed the implementation of sales training programs.
- Directed Regional managers to create yearly sales and expense budgets that would achieve the national strategic plan.
- Directed corporate IT to establish a fully automated sales force LAN platform.
- Fostered development of personnel in managerial capacities.
- Developed a 10-year worldwide strategic business plan.
- Established and implemented successful software based sales candidate screening test.

Market Development Manager

May 1987 to October 1988

- Responsible for sales, P & L and market development of consumer swimming pool chemical

Barker F. Keith II

Page 3

brand.

- Managed sales development from \$6.6 million to \$13.5 million.
- Hired, and directly managed a complement of 12 field representatives.
- Managed tradeshow selling programs.
- Developed and launched 12 new products with sales exceeding \$1.0 million.
- Developed and implemented a target account program which increased customer base from 450 to 600 retail locations.
- Directed product manufacturing through contract tolling arrangements.
- Created and implemented a successful product training program, with support materials, to over 600 dealer locations.
- Wrote script and directed production of four point of sales videos.
- Directed the production and starred in a nationally-aired public relations documentary on Financial News Network (FNN)
- Developed the industries first computerized customer service "Hotline" and database.

Product Manager

November 1984 to May 1987

- Managed business development from \$140,000 to \$6.6 million dollars.
- Developed ten-year USA strategic plan for pool products business.
- Developed and implemented sales and marketing programs for new product launches.
- Coordinated with outside agency advertising and promotional material development.
- Created the industry's first consumer training program and managed it's showing to over 1000 consumers.
- Organized and managed three world sales meetings.
- Interviewed, hired, trained and managed a sales staff of five full time professionals.

Sales Representative

October 1981 to November 1984

- Field Sales representative for Petrochemical and Specialties Division.
- Responsible for over 500 buying accounts and \$12.0 million in sales.
- Obtained largest single shipping order in divisional history, (\$275,000)
- Successfully marketed and sold 55 new accounts for chlorine- free swimming pool product.

Stauffer Chemical

Westport, CT.

Sales Representative

May 1978 to October 1981

- Developed and managed 150 direct selling accounts in U.S. and Canada for Polyvinyl Chloride resin business generating \$14.5 million in sales annually.
- Developed selling programs to penetrate newly expanding consumer apparel industry.
- Developed computerized customer sales contact database to manage new leads.

Education:

Sacred Heart University

Fairfield, CT.

B.S. Biochemistry

1978

Class President - 4yrs, Student Gov't President, 1977, Student Senator-4yrs.

Sacred Heart University

Fairfield, CT.

MBA-Sales and Marketing

1980

Barker F. Keith II

Page 4

Publications & Media Productions

Pool Chemical Safety Can Make or Break a Dealer's Business
Dealer News, 1990

Handling Chemicals with Due Care
Pool & Spa News, 1988

"Executive Dateline" Television Documentary Financial News Network
V.I.P Productions, NYC. 1988. National Televised Program, 15 Minutes

Is your Food Safe?
Stauffer Chemical Speakers Series, 1979

Awards & Affiliations:

Lake Travis Chamber of Commerce- Chairman of the board 2007-2008
City of Lakeway- Mayors Fitness Council 2007 to present- Marketing Director
Winner Lake Travis Chamber of Commerce Business of the Year 2005
Lake Travis Chamber of Commerce- Nominated Citizen of the Year 2005,2006,2008
Lake Travis Chamber of Commerce- Nominated Business of the Year 2003, 4, 5,6
Lakeway/Lake Travis Rotary Club- Vice-President 2006-2007
Lake Travis Chamber of Commerce- Board of Directors 2002-2009
Lake Travis Chamber of Commerce Chair- Elect 2005-2006
Lakeway/Lake Travis Rotary Club- Board of Directors 2002-2004, Vice President 2003-4
Lakeway/Lake Travis Rotary Club- Presidential Citation Award 2005
Lakeway/Lake Travis Rotary Club- Paul Harris Fellowship Award 2005
Lakeway/Lake Travis Rotary Club- Paul Harris Fellowship +1 Award 2007
Lake Travis Advisory Committee- Senior Advisor- 2007-2009
Lake Travis Advisory Committee- Board Members 2003-2009
Lake Travis United Methodist Church- Lay Leader 2007- present
Member Greater Austin Chamber of Commerce- 2005-2008
Treasure Highland Lakes Group- 2005-present
Who's Who American Business-2004
32° Scottish Rite Master Mason- Santa Barbara, Ca. Lodge 2000 to present
York Rite Bodies of California- San Luis Obispo, Ca. 2000 to present
Master Mason- King David's Lodge #209 Free & Accepted Mason of California, 2000 to present
Profile in Leadership Award by Argus Business Publications-1994 & 1995 & 1997
POPAI Merchandising Award-1985
ICI Outstanding Sales Award-1982
Stauffer Chemical Sales Champion Award-1980
Outstanding Young Men America- 1978
Who's Who In America Colleges- 1978
Valley Chapter Order of DeMolay- 1970-1978
Valley Chapter Order of DeMolay- Master Counselor 1974

Personal:

Height 6'5"
Weight 180lbs

Barker F. Keith II

Page 5

Health	Excellent
Marital Status	Happily Married, one child, Kaylyn 11 yrs.
Date of Birth	December 6, 1956
Interests:	Public Speaking, Methodist Church, Wilderness Exploring, Antique British Sports Cars, Boating, and Fresh Water Bass Fishing.

References:

Mr. William P. Long
President & CEO
Epicore Networks Inc.
1507 Route 206, Mount Holly, N.J. 08060
877-374-2673
Former Manager for 12yrs.

Mr. Richardo Dipasquale
CEO
Westport Chemicals
P.O. Box 3059
Westport, CT. 06880
203-849-3232
Mentor

Mr. Alan Edo
CEO
New England Textile
66 Stevens St.
Milford, CT. 06460
203-877-2396
Business Associate

MODIFICATION OF CONTRACT NUMBER: IL040243RE

PAGE 1 OF 121 PAGES

Last Updated 02-23-09 at 10:48am

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 20, 2009
ISSUED TO: Austin Independent School District Department of School, Family and Community Education 3908 Avenue B Austin, Texas 78751	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: August 17, 2005
ORIGINAL CONTRACT TERM DATES: <u>August 17, 2004-September 30, 2004</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2008-September 30, 2009</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$308,643.00 Current Modified Amount: \$557,300.00

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

The above referenced Agreement is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Addition of the Harvest Foundation Program.
2. Contract amount is increased from \$544,800.00 to \$569,800.00, an increase of \$25,000.

The Agreement is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Agreement and constitutes promised performance in accordance with all terms of the Agreement, as amended.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN INDEPENDENT SCHOOL DISTRICT FOR
OUT-OF-SCHOOL PROGRAM SERVICES

This Amendment of written instrument ("Amendment") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Austin Independent School District ("AISD"), a state agency.

RECITALS

County entered into a contract with AISD to provide out-of-school program services, the Initial Term of which was effective August 17, 2004, and terminating September 30, 2004 ("Agreement").

AISD agreed to provide services and activities for indigent and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period.

Under the terms of the Agreement, the term has previously been renewed through the current Agreement Term beginning October 1, 2008, and ending September 30, 2009 ("2009 Renewal Term").

The Agreement allows the Parties to make changes to the Agreement where such change is in writing and signed by both parties.

Commissioners Court approved County's participation in the Harvest Foundation Program and associated funding in the Voting Session of September 16, 2008, as agenda item number 6.

The Parties desire to amend the Agreement pursuant to the applicable Agreement terms.

In consideration of the mutual benefits to be received through the following changes, County and AISD agree to change the Agreement as follows:

1.0 AGREEMENT TERM.

1.1 **2009 Renewal Term.** The Parties agree that the Agreement is currently operating under the terms of the Agreement as set forth for that time period beginning October 1, 2008, and ending September 30, 2009 ("2009 Renewal Term").

1.2 **Amendment Term.** Pursuant to the Commissioners Court approval of Agenda Item Number 6, Voting Session September 16, 2008, the provisions in this Amendment will apply to that time period beginning October 1, 2008, and continuing through September 30, 2009 ("2009 Renewal Term").

1.3 Renewal Term(s).

1.3.1 **Renewals.** Subject to the terms of the Agreement, the Harvest Foundation Program ("HF Program") may be renewed by approval of the Commissioners Court and provision of funds during the applicable budget process for future twelve-month periods (Renewal Term(s)) as provided for under the terms of the Agreement.

1.3.2 **Reporting Requirements.** County may request additional reporting requirements to be included in the Agreement for any Renewal Term based on the information provided by AISD related to

performance provided by HF. The Parties will mutually agree to the specifics of any additional requirements prior to the renewal of any term.

2.0 AMENDMENT

2.1 **Harvest Foundation Program.** The Parties agree to amend the Agreement by adding the HF Program as set forth in this Amendment, including the exhibits attached to this Amendment.

2.2 **Exhibits.** The exhibits enumerated and denominated below are hereby made a part of this Amendment, and constitute promised performances by AISD in accordance with all terms of the Agreement as amended:

- | | | |
|-------|-----------|--|
| 2.2.1 | Exhibit 1 | Attachment A-09-Amendment, "2009 Amendment Work Statement, Performance Measures and Budget - Harvest Foundation Program" |
| 2.2.2 | Exhibit 2 | AISD Strategic Plan |
| 2.2.3 | Exhibit 3 | Key Performance Indicators |

3.0 FINANCIAL PROVISIONS

3.1 Amend Section 13.0, "Agreement Funds," Subsection 13.1.1, "Maximum Amount," by adding the following:

13.1.1 - 2009 Amendment - Agreement Funds. . Subject to all applicable requirements in this Agreement, as amended, in consideration of full and satisfactory (as determined by County) performance of the services and activities provided under the terms of this Amendment during the 2009 Renewal Term, County shall increase the funds provided by **Twenty-Five Thousand, Dollars (\$25,000.00)** for a not to exceed amount as follows:

- (a) **from** an amount not to exceed Five Hundred Forty-Four Thousand, Eight Hundred Dollars **(\$544,800.00)**
- (b) **to** and amount not to exceed Five Hundred Sixty-Nine Thousand, Eight Hundred Dollars **(\$569,800.00).**

The Parties understand and agree that additional funding in the amount equal to Twenty-Five Thousand Dollars (\$ 25,000.00) will be provided by AISD and by the City of Austin, respectively, toward the services provided under the HF Program set forth in this Amendment during the twelve-month 2009 Renewal Term, pursuant to separate agreements as necessary, and that County's contribution of funds as set forth in this Section 3.1 ("Amendment/HF Program Funds") for the Amendment services is conditioned upon the contribution of that amount by AISD and the City of Austin. AISD will provide County with written confirmation of the contributions by AISD and City of Austin to the HF Program. AISD will provide County with written documentation of required contributions from AISD and City with the first invoice provided under each Agreement/Renewal Term.

4.0 2009 AMENDMENT WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET

4.1 **Amendment Work Statement, Performance Measures and Budget.** In consideration of the additional funds provided by County under this Amendment, AISD will provide services, either directly or indirectly, during the 2009 Renewal Term, pursuant to Attachment A-09-Amendment, "2009 Amendment Work Statement, Performance Measures and Budget - Harvest Foundation Program," attached to this Amendment as Exhibit 1.

5.0 INCORPORATION

5.1 County and AISD hereby incorporate this Amendment into the Agreement and hereby incorporate the Agreement into this Amendment for the purposes of interpretation of both. Except for the changes made in this Amendment, County and AISD hereby ratify all terms and conditions of the Agreement. The Agreement with the changes made in this Amendment, constitutes the entire agreement between the parties and supersedes any prior undertaking or written or oral agreements or representations between the parties.

6.0 EFFECTIVE DATE

6.1 This Amendment shall be effective October 1, 2008 , when fully executed by County and AISD.

EXHIBIT 1

ATTACHMENT A-09 - AMENDMENT
2009 AMENDMENT WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET

HARVEST FOUNDATION PROGRAM

I. PURPOSE:

As a part of the AISD After-School programs, in collaboration with the AISD Office of Educational Support Services, the Harvest Foundation Program ("HF Program") will be implemented to enhance the social, cultural, educational and economic opportunities of low-income students, particularly young men and youth from minority groups. The goal of the HF Program will be to provide information and educational programs which will build strong, confident, well-informed student citizens and build stability within the greater Austin, Texas community, with a target audience of students from low to moderate income families.

II. SUBCONTRACT:

AISD will enter into the appropriate contractual agreement with Harvest Foundation ("HF"), a Section 501(c)(3) tax exempt nonprofit organization, to provide the services as set forth in this Amendment, and will provide Travis County with a copy of said contract (and any related contracts or contract amendments) within fifteen (15) days of execution of this Amendment (and of any Renewal Term). The agreement between AISD and HF will include all terms of the Agreement as amended herein. Upon renewal of the HF Program for future Renewal Terms of the Agreement, AISD will continue to provide County with copies of the base contracts between AISD and HF. AISD will enter into the new agreement with HF no later than August 31 of each year and will provide County with a copy of that Contract upon execution.

III. AMENDMENT TERM(S):

Pursuant to applicable terms of the Agreement, as amended herein, the HF Program may be renewed as a part of the Agreement renewal for additional agreement term(s) at the discretion of the Commissioners Court, with Commissioners Court approval and approval of the budget related to the expenditures related to the HF Program. Notwithstanding any other term(s) of the Agreement, County or AISD may terminate the HF Program by giving written notice to the other Party no later than July 31 of any Agreement/Renewal Term as to the renewal for the upcoming year following that July 31.

IV. AISD OBLIGATIONS:

A. AISD will contribute an amount equal to Twenty-Five Thousand Dollars (\$ 25,000.00) toward the HF Program for services provided by HF during the 2009 Renewal Term (including services provided by HF prior to the execution of this Amendment, as agreed to between AISD and HF) and during any approved renewal terms. AISD will ensure the contribution by the City of Austin of an equal amount to the HF Program during the 2009 Renewal Term and any approved Renewal Term(s).

B. AISD will serve as the financial administrator of the Amendment/HF Funds attributed to the HF Program under this Amendment. County shall have the right to review any and all documents reflecting or referencing expenditures made with Amendment/HF Funds and is entitled to an end-of-year accounting statement of said Amendment/HF Funds to be produced in its entirety no later than July 1 of each Agreement/Renewal Term.

V. COUNTY OBLIGATIONS:

County will contribute an amount as set forth in the Budget (Section X.D) for services provided by HF during the 2009 Renewal Term and during any approved Renewal Terms.

VI. HARVEST FOUNDATION - AISD will ensure that HF provides services under this Amendment pursuant to the Agreement, as amended, including the following:

A. **Conferences.** During the 2009 Renewal Term, HF will provide a minimum of eight (8) conferences in collaboration with AISD at selected AISD middle and high schools. During any approved Renewal Term, eight (8) (or the number mutually agreed to in writing by the Parties) such conferences will be provided. A minimum of one conference will be held in each month from October through April.

B. **Topics and Content.** HF will create the overarching theme with subtopics for each conference that are aligned with AISD's strategic plan (Exhibit 2), and will provide AISD copies of such themes and conference content prior to each conference (preferably, prior to the start of each Agreement/Renewal Term). AISD will provide County with copies of all such materials immediately upon receipt from HF and County may coordinate with AISD for mutually agreed upon topics.

C. **Independent Contractor Status.** HF will provide services as an independent contractor and not as an employee of any of the Parties to this Amendment or the City of Austin.

D. **Conference Goals.** The content of the conferences will be designed by Mr. Michael Lofton and his facilitators to identify strategies and philosophies and convey information which will reduce the dropout rate and mitigate underachieving academic performance of participants.

E. **Data.** HF will plan, design, arrange, execute and follow up on the conference events and will create a database, approved by AISD, City and County, of to track participants' attendance and samples of student progress using the "key performance indicators" (KPI) measures (Exhibit 3). County, City and AISD will be provided copies of non-identifiable individual student data. AISD will ensure that the release of any information or data under this Agreement has met all legal requirements for confidentiality. The University of Texas will provide monitoring and evaluation services related to the Program, and AISD will provide County with copies of any and all reports related to such review.

To the extent that data is shared pursuant to this Agreement, the Parties agree to protect such data in accordance with all applicable laws, rules and regulations, including the Family Educational Rights & Privacy Act, 20 U. S. C., Section 1232g and its implementing regulations. All AISD data, including data pertaining to Austin ISD Students shall be and remain the sole property of AISD.

F. **Evaluation.** HF will conduct a written evaluation after each conference, both in raw and analyzed data, and will provide AISD and County with copies of such evaluation. AISD and/or County may require additional information as reasonably requested.

G. HF will coordinate with AISD to identify concerns arising during any conference, and provide written reports of efforts to resolve such concerns, with the results of such efforts.

H. **Reports.** HF will provide reports of conference outcomes by June 30 of each year with information as reasonably requested by AISD, City and/or County. Details to be included in the conference outcomes will be as set forth in the Key Performance Indicators and as mutually agreed to by AISD, County, City and HF. County may request additional information at any time during the Agreement and AISD will work with HF to ensure that all reasonably requested information is gathered and provided to support the performance of services under the Agreement and the achievement of goals and the public purpose designed to be served under the Agreement.

I. **Training.** HF will train its facilitators based on the feedback from participants and the submitted proposal to AISD.

J. Videography. HF will record each conference and make the videos available to AISD, County and City for review and comment.

K. HF will purchase all registration supplies for each conference and provide information as to the costs of such supplies to AISD. AISD will provide that information to County in each invoice where applicable.

L. HF will publicize conferences via various media outlets and all elementary, middle and high schools, and will provide copies of such publicity to AISD. Costs related to such publicity will be reflected in AISD invoices provided to County.

M. Planning. Throughout any Agreement/Renewal Term, HF will provide needed planning and coordination to ensure provision of planned conferences and creation and maintenance of required data, reports and monitoring and evaluation services.

N. Additional Services. In addition to the conferences, HF will provide, throughout any Agreement/Renewal Term, additional services such as: tutoring; mentoring; parent conferences; and student employment assistance (and other services as mutually agreed to by the Parties). Reports will include data reflecting all services provided under this Section VI.N.

VII. OUTSIDE PARTY OBLIGATIONS:

A. City of Austin. While not a party to this Agreement, it is understood that AISD will coordinate with the City of Austin ("City") and that the City of Austin will contribute an amount equal to at least \$ 25,000.00 per conference Agreement/Renewal Term for services provided by HF during the 2009 Renewal Term and during any approved Renewal Term(s).

B. Individual Participating Schools. Schools where conferences are held will participate by providing assistance in the form of publicity; screening of students to determine need; space; utilities, food; etc. and other assistance as needed.

VIII. JOINT OBLIGATIONS:

County, City and AISD will provide HF with written feedback by July 31 of each year to support creation by HF of the HF Program plan for the following year.

IX. SCHEDULE:

A. Conference Schedule. The schedule for conferences for the 2009 Renewal Term is as follows:

DATE	LOCATION	TITLE
October 18, 2008	Connally H.S.	"Taking Control of My Life"
October 25, 2008	Manor H.S.	"Individual Responsibility"
November 22, 2008	Pearce M.S.	"Setting Personal Goals"
December 13, 2008	McNeil H.S.	"Taking Control of My Life"
January 31, 2009	Reagan H.S.	"Making Career Choices - NOW"
February 28, 2009	Manor M.S.	"Dating Without Violence"
March 28, 2009	Dobie M.S.	"Strategies for Conflict Management"
April 25, 2009	Garcia M.S.	"Am I on Track to Graduate?"
May 16, 2009	LBJ H.S.	"Letting Go, Moving Forward"
September (Date to be Determined)	Location to be Determined	Topic to be Determined

Conferences are on Saturdays from 10:00 a.m. to 2:00 p.m. Conferences are free to participants. Door prizes will be given away and refreshments served. Volunteers, vendors and facilitators will be present by 9:00 a.m. the day of the conference. Travis County may not be invoiced for any portion of cost for refreshments or door prizes.

B. Reporting Schedule. Reports shall be provided as set forth in the Agreement, including this Amendment, with minimum reporting requirements as follows:

- | | | |
|----|-----------|---|
| 1. | June 30 | Reports due on all conference outcomes |
| 2. | July 1 | End-of-year accounting statement from HF to AISD |
| 3. | July 31 | Written feedback from AISD, City and County to HF |
| 4. | August 31 | New contract between AISD and HF finalized and copies provided to City and County |

HF is responsible for providing all required reports to AISD, and AISD is responsible for providing copies of all reports to County and City as soon as those reports are available.

X. BUDGET/INVOICE:

A. Monthly Invoice. Beginning the month that this Amendment is executed by the Parties, AISD shall provide County with a written invoice within twenty (20) days of the end of each month of the 2009 Renewal Term (and of subsequent Agreement Term months) for services provided under this Amendment. Each invoice shall include the date, title and location of the conference (if one is held during the month to which the invoice relates) as well as a list of speakers and a copy of the sign-in sheet. The invoice should also indicate other activities (planning, mentoring, tutoring, etc.) provided under the terms of this Agreement during that invoice period.

B. Pre-Execution Invoice. AISD will provide County with a written invoice covering services provided between October 1, 2008 and execution of this Amendment ("Pre-Execution Invoice") within fifteen (15) days of execution of this Amendment by County and AISD.

C. Payment. County will pay AISD within thirty (30) days of receipt of each complete and correct invoice (Monthly and Pre-Execution), as determined by County. Payment amounts will be an amount equal to one-twelfth (1/12th) of the total Program amount set forth in Section 3.1 of this Amendment (\$25,000.00), or Two Thousand, Eighty-Three Dollars (\$2,083.00) per month.

D. Budget -

BUDGET CATEGORY	AMOUNT
Consultant Fee	\$18,000.00
Administrative Supplies	1,200.00
Equipment	1,200.00
Employee Travel	420.00*
Phone	420.00
Reproduction	1,200.00
Student Incentives	960.00
Evaluation	400.00
Training	1,200.00

*Travel expenses are reimbursable when incurred in accordance with Travis County travel policy which is attached to this Exhibit 1 as Attachment A.

Travis County Commissioners' Court Agenda RequestMeeting Date: FEBRUARY 24, 2009I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. UPDATE ON LEGISLATION RELATING TO JUVENILE JUSTICE ISSUES IN THE 81ST TEXAS LEGISLATURE;

B. TRAVIS COUNTY POSITION AND STRATEGY REGARDING LEGISLATION RELATING TO EMINENT DOMAIN AND CONDEMNATION; AND

C. HOUSE BILL 78, HOUSE BILL 117, AND SENATE BILL 253, RELATING TO THE AMOUNT OF A COUNTY EXPENDITURE FOR WHICH COMPETITIVE BIDDING IS REQUIRED.

C. Sponsor: _____
County Commissioner or County Judge

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

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

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

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.

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

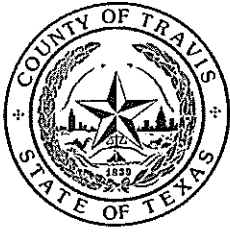
Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: CYD.GRIMES@co.travis.tx.us

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.

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.



Intergovernmental Relations

Deece Eckstein, Coordinator

Granger Building, Suite 535

(512) 845-9754

deece.eckstein@co.travis.tx.us

LEGISLATIVE ACTION MEMO

TO: Travis County Commissioners Court

THROUGH: Deece Eckstein,  Coordinator, Intergovernmental Relations

**FROM: Roger Jefferies, Executive Manager, Justice and Public
Safety**

DATE: Tuesday, February 24, 2009

RE: Agenda Item 25-A

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS,
INCLUDING:

1. UPDATE ON LEGISLATION RELATING TO JUVENILE JUSTICE ISSUES IN
THE 81ST TEXAS LEGISLATURE

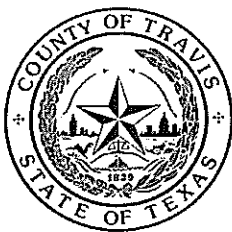
SUGGESTED MOTION

[None.]

Summary and IGR Coordinator Recommendation

Because of Chief Estela Medina's inability to participate this week, Justice and Public Safety recommends this item be postponed for one week.

There are no legislative developments regarding juvenile justice issues that necessitate faster action by the Court, so IGR concurs in waiting for one week.



Intergovernmental Relations

Deece Eckstein, Coordinator

Granger Building, Suite 535

(512) 845-9754

deece.eckstein@co.travis.tx.us

LEGISLATIVE ACTION MEMO

TO: Travis County Commissioners Court

THROUGH: Deece Eckstein, Coordinator, Intergovernmental Relations

FROM: John Hille, County Attorney

DATE: Tuesday, February 24, 2009

RE: Agenda Item 25-B

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS,
INCLUDING:

2. TRAVIS COUNTY POSITION AND STRATEGY REGARDING LEGISLATION
RELATING TO EMINENT DOMAIN AND CONDEMNATION

SUGGESTED MOTION

[None.]

Summary and IGR Coordinator Recommendation

Eminent domain and condemnation issues figure prominently in the 81st Texas Legislature. Last session, an eminent domain bill passed the Legislature and was vetoed by the Governor. This session, the Governor has indicated he will sign an eminent domain bill if it reaches his desk.

As of Thursday, February 19, 2009, twelve bills involving eminent domain and condemnation issues have been filed. A list of the bills is attached.

Briefing materials from the County Attorney's office on eminent domain and condemnation issues are also attached.

IGR recommends that the Court discuss the issues and give general direction to IGR and the legislative consultants, and that IGR keep the Court advised of individual bills as they move through the process, including recommendations to support or oppose specific bills.

Attachments

1. List of eminent domain/condemnation bills, 81st Texas Legislature.
2. Briefing materials from the County Attorney's office.

81(R) SB 18

Senate Author: Estes

Caption:

Relating to the use of eminent domain authority.

81(R) HB 1483

House Author: Pitts

Caption:

Relating to the use of eminent domain authority.

81(R) HB 402

House Author: Woolley

Caption:

Relating to the use of eminent domain authority.

81(R) SB 533

Senate Author: Duncan

Caption:

Relating to eminent domain, including certain limitations, procedures, and standards relating to the use of eminent domain.

81(R) HB 4

House Author: Orr

Caption:

Relating to eminent domain, including certain limitations, procedures, and standards relating to the use of eminent domain.

81(R) HB 1432

House Author: Jackson, Jim

Caption:

Relating to a landowner's repurchase of real property from an entity that acquired the property through condemnation.

81(R) SB 728

Senate Author: Carona

Caption:

Relating to the exercise of eminent domain authority by private entities.

81(R) SB 219

Senate Author: Nichols

Caption:

Relating to prohibiting the use of eminent domain to take private property for recreational purposes.

81(R) HB 1125

House Author: Corte

Caption:

Relating to the eminent domain authority of common carriers.

81(R) HB 417

House Author: Callegari

Caption:

Relating to the acquisition of and compensation for real property, including blighted property, for public purposes through condemnation or certain other means.

81(R) HB 1389

House Author: Davis, Yvonne

Caption:

Relating to the acquisition of real property for public use.

81(R) HB 37

House Author: Corte

Caption:

Relating to certain municipal development programs involving areas having characteristics of blight or a slum.



Intergovernmental Relations

Deece Eckstein, Coordinator

Granger Building, Suite 535

(512) 845-9754

deece.eckstein@co.travis.tx.us

LEGISLATIVE ACTION MEMO

TO: Travis County Commissioners Court

THROUGH: Deece Eckstein, Coordinator, Intergovernmental Relations

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

DATE: February 24, 2009

RE: Agenda Item 23-C: HB 78, HB 117 and SB 253

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- C. HOUSE BILL 78, HOUSE BILL 117, AND SENATE BILL 253, RELATING TO THE AMOUNT OF A COUNTY EXPENDITURE FOR WHICH COMPETITIVE BIDDING IS REQUIRED.**

SUGGESTED MOTION

That the Travis County Commissioners Court go on record in support of legislation increasing the amount of a county expenditure for which competitive bidding is required from \$25,000 to \$50,000.

Summary and IGR Coordinator Recommendation

All three of these bills increase the competitive bidding limit from \$25,000 to \$50,000. The Legislature increased the amount last session for City's. Counties, school districts and others are asking that the bidding limit be consistent among agencies.

The Purchasing Agent supports these bills. The County Auditor supports these bills. IGR recommends that the Commissioners Court support such legislation and direct IGR and the legislative consultants to work for passage of a bill.

Issues and Opportunities

These bills will save the County some money on advertising costs. We see no cons to passing this bill.

Budgetary and Fiscal Impact

Some advertising cost savings, but minimal.

Legislative History

A similar bill was passed last session for cities.

Attachments

1. House Bill 78, filed version, 81st Legislature
(The other bills are identical.)

81R1090 DRH-D

By: Flynn

H.B. No. 78

A BILL TO BE ENTITLED

AN ACT

relating to the amount of a county expenditure for which competitive bidding is required.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 262.003(a), Local Government Code, is amended to read as follows:

(a) Any law that requires a county to follow a competitive bidding procedure in making a purchase requiring the expenditure of \$50,000 [~~\$25,000~~] or less does not apply to the purchase of an item available for purchase from only one supplier.

SECTION 2. Section 262.023(a), Local Government Code, is amended to read as follows:

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$50,000 [~~\$25,000~~], the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Subchapter H, Chapter 271.

H.B. No. 78

SECTION 3. Section 271.024, Local Government Code, is amended to read as follows:

Sec. 271.024. COMPETITIVE BIDDING PROCEDURE APPLICABLE TO CONTRACT. The bidding of ~~[If a governmental entity is required by statute to award]~~ a contract awarded by a governmental entity for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property ~~[on the basis of competitive bids, and if the contract requires the expenditure of more than \$25,000 from the funds of the entity, the bidding on the contract]~~ must be accomplished in the manner provided by this subchapter if:

(1) a statute requires the governmental entity to award the contract on the basis of competitive bids; and

(2) the contract requires the expenditure of more than:

(A) \$25,000 from the funds of a governmental entity other than a county; or

(B) \$50,000 from the funds of a county.

SECTION 4. Section 363.156(b), Local Government Code, is amended to read as follows:

(b) To the extent competitive bidding procedures in Title 8 apply, the board may not enter purchasing contracts that involve spending more than \$50,000 ~~[\$25,000]~~ unless the board complies with:

(1) Subchapter C, Chapter 262, if the district was created by a county; or

H.B. No. 78

(2) Chapter 252, if the district was created by a municipality.

SECTION 5. The change in law made by this Act applies only to a contract awarded on or after the effective date of this Act.

SECTION 6. This Act takes effect September 1, 2009.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

09 FEB 17 PM 3:17

RECEIVED
COUNTY JUDGE'S OFFICE

26

Voting Session: February 24, 2009

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON THE
ASSIGNMENT OF A LEASE AGREEMENT WITH THE AUSTIN GERIATRIC
CENTER, INC. FOR THE RBJ DENTAL FACILITY FROM THE CITY OF AUSTIN TO
THE TRAVIS COUNTY HEALTHCARE DISTRICT.

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:

Sarah Churchill, Assistant Travis County Attorney, 854-9262

Sherri Fleming, HHS&VS Executive Manager, 854-4100

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

___ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be
submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's
meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

09 FEB 18 AM 10:07

RECEIVED
COUNTY JUDGE'S OFFICE

Voting Session: February 24, 2009

- I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON THE
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CENTER, INC. FOR THE RBJ DENTAL FACILITY FROM THE CITY OF AUSTIN TO
THE TRAVIS COUNTY HEALTHCARE DISTRICT.

C. Approved by: _____
Signature of Commissioner or Judge

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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:

Sarah Churchill, Assistant Travis County Attorney, 854-9262

Sherri Fleming, HHS&VS Executive Manager, 854-4100

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- ___ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be
submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's
meeting. Late or incomplete requests may be deferred to the next meeting.



Memorandum

To: Travis County Commissioners Court

From: Patricia Young Brown, President and CEO

Date: February 17, 2009

Re: Consider and take appropriate action on the assignment of a lease agreement with the Austin Geriatric Center, Inc. for the RBJ Dental facility from the City of Austin to the Travis County Healthcare District

AGENDA REQUEST

Consider and take appropriate action on the assignment of a lease agreement with the Austin Geriatric Center, Inc. for the RBJ Dental facility from the City of Austin to the Travis County Healthcare District.

SUMMARY AND BACKGROUND

The City of Austin entered into a lease agreement on June 7, 2004 with Austin Geriatric Center, Inc. for the Clinic Building located at 21 Waller Street, Austin, Texas 78702. The Clinic Building serves as a dental clinic. The City of Austin exercised the option to extend the lease on the same terms and conditions through May 30, 2013. Additionally, the City notified Austin Geriatric Center, Inc. of the intent to assign the lease to the Travis County Healthcare District effective March 1, 2009.

Section 281.050 of the Texas Health and Safety Code authorizes a hospital district board of managers to lease any property or other facility to provide a service required by the district with the approval of the Commissioners Court.

RECOMMENDED ACTION

The Court approve the lease assignment from the City of Austin to the Travis County Healthcare District.

FIRST AMENDMENT OF LEASE

This First Amendment of Lease (this "Amendment") is made and entered into this _____ day of December, 2008, by and between Austin Geriatric Center, Inc., a Texas non-profit corporation ("Lessor") and the City of Austin, a Texas home rule municipality ("Lessee") (sometimes collectively referred to as the "Parties") for the purposes and considerations hereinafter described:

WHEREAS, the Parties entered into a certain Lease agreement effective June 7, 2004 (the "Lease"); and

WHEREAS, the Parties desire to amend the Lease to provide for the exercise of the option to extend the Lease and to provide for the assignment of the Lease; and

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lease as follows:

1. Lessee hereby gives notice to Lessor of the exercise of its option to extend the Lease. The Lease Term is hereby extended until May 30, 2013 (the "Extended Term") under the same terms and conditions set forth in the Lease.
2. Lessor and Lessee agree that the Assignment, Assumption and Consent Agreement between the Parties and Travis County Healthcare District (the "District"), a copy of which is attached hereto as Exhibit A and made a part hereof, will be executed by the Parties and the District and will be effective as of midnight February 28, 2009, or upon the District's receipt of Federally Qualified Health Care Provider status certification, whichever is later. Upon such occurrence, pursuant to the terms and conditions of the Assignment, Assumption and Consent Agreement, the District will succeed to the positions of Lessee, the City of Austin will be released from the Lease, and the Lessor will look exclusively to the District as Lessee.
3. The District hereby joins in the execution of this Amendment of Lease for the limited purpose of evidencing its position as a party in interest in the contemplated future assignment of the Lease.
4. All notices from Lessee to Lessor under the Lease shall henceforth be sent to the following addresses:

Austin Geriatric Center, Inc.
21 Waller Street
Austin, Texas 78702
Attention: Administrator
5. All notices from Lessor to Lessee under the Lease shall henceforth be sent to the following:

(a) During the portion of the Term prior to the Assignment of the Lease to the Travis County Healthcare District:

Lauraine Rizer
Manager of Real Estate Services
Office of Contract and Land Management
505 Barton Springs Road, 13th Floor
Austin, Texas 78704

With a copy to:

City Law Department
Attn: Gordon Bowman
301 W. 2nd Street
Austin, Texas 78701

(b) During the portion of the Term after the Assignment of the Lease to the Travis County Healthcare District:

Travis County Healthcare District
Attention: Larry Wallace, Associate Administrator
1111 East Cesar Chavez St., Suite B
Austin, Texas 78702

With a copy to:

Travis County Attorney's Office
Attention: Stacy Wilson or Gary D. Martin
Travis County Administration Building
314 W. 11th Street, Room 420
Austin, Texas 78701

6. This Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.
7. This Amendment and the Lease contain the entire agreement between Lessor and Lessee.
8. Except as modified by this Amendment, all of the terms, conditions, agreements, covenants, representations and warranties contained in the Lease remain in full force and effect.
9. This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
10. The Lease, as amended, is hereby ratified, approved and confirmed.

The undersigned have been duly authorized to enter into this Amendment without the joinder of any other party.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, on the date and year first set forth above.

AUSTIN GERIATRIC CENTER, INC.
a Texas non-profit corporation

By: _____
Mike Nelson
Administrator

Date: December _____, 2008

The City of Austin, a Texas home rule municipality

By: _____
Lauraine Rizer
Manager, Real Estate Services

Date: December ____, 2008

Approved as to Form:

Gordon Bowman
Assistant City Attorney

Travis County Healthcare District, a Texas local government

By: _____
Patricia A. Young Brown
President and Chief Executive Officer

Date: _____, 2008

EXHIBIT A

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of December 2008, by and among **AUSTIN GERIATRIC CENTER, INC.**, a Texas non-profit corporation ("Lessor"), **CITY OF AUSTIN**, a Texas home rule municipality ("Lessee", also referred to herein as "Assignor") and **TRAVIS COUNTY HEALTHCARE DISTRICT**, a Texas local government ("Assignee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease Agreement effective June 7, 2004 (the "Lease"), whereby Lessor leased to Lessee approximately 6,600 square feet of space (the "Leased Premises") in "The Clinic Building", located at 21 Waller Street, Austin Texas, 78702 all as more particularly set forth in the Lease; and

WHEREAS, Lessee and Landlord presently desire to allow the Lessee to assign the Lease to Assignee and Assignee desires to assume the Lease subject to the terms and conditions herein mentioned.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby modified and extended as follows:

The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Agreement shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. In the event that the terms of this Agreement conflict with the terms of the Lease, the terms of this Agreement control.

Lessee has provided written notice to Lessor of its exercise of its Extension Option under the Lease in order to effectively extend the Lease Term through May 30, 2013 under the same terms and conditions as set forth in the Lease.

In addition, Lessee hereby assigns the Lease to Assignee, effective for and during the remainder of the term mentioned in such Lease, as amended, subject to the covenants and conditions therein mentioned, together with all right, title and interest of Lessee in the Leased Premises.

Assignee hereby agrees to assume the Lease for the balance of the term thereof, and to pay the Rent and to faithfully perform all of the covenants, stipulations and agreements contained therein and to stand fully liable to Lessor upon said Lease including, without limitation, liability for any and all obligations of Lessee under the Lease regardless of the date(s) any such obligation(s)

may have arisen. Nothing contained in this Agreement shall be deemed to amend, modify, or alter in any way the terms, covenants and conditions set forth in the Lease.

Lessee shall be released from liability under the Lease with respect to any and all claims arising after the date of full execution of this Agreement, but Lessee shall remain liable under the Lease with respect to claims arising prior to the date of full execution of this Agreement.

Lessee hereby assigns to Assignee all right, title and interest in and to any security deposit held by Lessor as security for Lessee's performance under the Lease. Lessor shall continue to hold the security deposit (if any) pursuant to the Lease, and Lessee hereby releases and waives any claim or right to receive the security deposit upon the expiration or earlier termination of the Lease.

In consideration of the foregoing, Lessor hereby consents to the assignment of the Lease by Lessee to Assignee, but upon the express condition that neither such consent nor the collection of rent from Assignee shall be deemed a waiver or relinquishment for the future of the covenant restricting assignment or subletting.

All rights and remedies of Lessor enumerated herein or in the Lease shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision or section shall be deemed to have never been included herein, and the balance of this Agreement shall continue in full force and effect in accordance with its terms.

In all other respects, the Lease shall continue in full force and effect.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

[EXECUTION PAGE FOLLOWS]

Executed to be effective on the day and year first above written.

LESSOR:

AUSTIN GERIATRIC CENTER, INC.

a Texas non-profit corporation

By: _____
Mike Nelson
Administrator

LESSEE/ASSIGNOR:

CITY OF AUSTIN,
a Texas home rule municipality

By: _____
Lauraine Rizer, Manager
Real Estate Services Division,
Contract & Land Management Department

APPROVED AS TO FORM:

Gordon Bowman
Assistant City Attorney

ASSIGNEE:

**TRAVIS COUNTY HEALTHCARE
DISTRICT**, a Texas local government

By: _____
Patricia A. Young Brown
President and Chief Executive Officer

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

27

09 FEB 24 PM 3:47

RECEIVED
COUNTY JUDGE'S OFFICE

Voting Session: February 24, 2009

TENLEY ALDREDGE, ASST. COUNTY ATTY

854-9450

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON THE
FOLLOWING TRANSFER OF REAL PROPERTY TO THE TRAVIS COUNTY
HEALTHCARE DISTRICT FROM THE CITY OF AUSTIN:

A. DAVID POWELL COMMUNITY HEALTH CENTER

B. MONTOPOLIS COMMUNITY HEALTH CENTER (BUILDING ONLY)

C. FOUR TRACTS OF LAND GIFTED FOR THE BENEFIT OF BRACKENRIDGE BY
NELSON PUETT, JR (PUETT TRACTS)

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:

Sarah Churchill, Assistant Travis County Attorney, 854-9262

Sherri Fleming, HHS&VS Executive Manager, 854-4100

John Hille, Assistant Travis County Attorney, 854-9642

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

___ Transfer of existing funds within or between any line item

___ Grant

Human Resources Department (854-9165)

___ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



Memorandum

To: Travis County Commissioners Court

From: Patricia Young Brown, President and CEO

Date: February 17, 2009

Re: Consider and take appropriate action on the following transfer of real property to the Travis County Healthcare District from the City of Austin

AGENDA REQUEST

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING TRANSFER OF REAL PROPERTY TO THE TRAVIS COUNTY HEALTHCARE DISTRICT FROM THE CITY OF AUSTIN:

- A. DAVID POWELL COMMUNITY HEALTH CENTER
- B. MONTOPOLIS COMMUNITY HEALTH CENTER (BUILDING ONLY)
- C. PUETT TRACTS

SUMMARY AND BACKGROUND

On March 1, 2009, the operation of the Federally Qualified Health Centers ("FQHC") transfers from the City of Austin to the Travis County Healthcare District ("District"). As part of this transition, the City of Austin is conveying title to the David Powell Community Health Center, Montopolis Community Health Center (building only), and the Puett Tracts.

Section 281.050 of the Texas Health and Safety Code authorizes a hospital district board of managers to lease any property or other facility to provide a service required by the district with the approval of the Commissioners Court.

RECOMMENDED ACTION

The Court approve the above-referenced transactions between the City of Austin and the Travis County Healthcare District contingent upon the approval by the City Council expected to occur on February 26, 2009.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

28

RECEIVED
COUNTY JUDGE'S OFFICE

09 FEB 17 PM 3:47

Voting Session: February 24, 2009

TENLEY ALDREDGE, ASST. COUNTY ATTY 854-9450

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING LEASE AGREEMENTS BY THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR THE COMMUNITY HEALTH CENTERS CURRENTLY OWNED BY THE CITY OF AUSTIN:

- A. A K BLACK COMMUNITY HEALTH CENTER
- B. ROSEWOOD-ZARAGOSA COMMUNITY HEALTH CENTER
- C. SOUTH AUSTIN COMMUNITY HEALTH CENTER
- D. MONTOPOLIS COMMUNITY HEALTH CENTER – LONG TERM GROUND LEASE
- E. EAST AUSTIN COMMUNITY HEALTH CENTER
- F. AUSTIN RESOURCE CENTER FOR THE HOMELESS
- G. RBJ BUILDING, COMMUNITY HEALTH CENTER ADMINISTRATIVE OFFICES, 5TH FLOOR

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:

Sarah Churchill, Assistant Travis County Attorney, 854-9262
Sherri Fleming, HHS&VS Executive Manager, 854-4100
John Hille, Assistant Travis County Attorney, 854-9642

III. Required Authorizations: Please check if applicable.

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

___ Grant

Human Resources Department (854-9165)

___ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



Memorandum

To: Travis County Commissioners Court

From: Patricia Young Brown, President and CEO

Date: February 17, 2009

Re: Consider and take appropriate action on the following lease agreements by the Travis County Healthcare District for the community health centers currently owned by the City of Austin

AGENDA REQUEST

Consider and take appropriate action on the following lease agreements by the Travis County Healthcare District for the community health centers currently owned by the City of Austin:

- A. A K Black Community Health Center
- B. Rosewood-Zaragosa Community Health Center
- C. South Austin Community Health Center
- D. Montopolis Community Health Center – long term ground lease
- E. East Austin Community Health Center
- F. Austin Resource Center for the Homeless (ARCH)
- G. RBJ Building, Community Health Center Administrative Offices, 5th Floor

SUMMARY AND BACKGROUND

On March 1, 2009, the operation of the Federally Qualified Health Centers ("FQHC") transfers from the City of Austin to the Travis County Healthcare District ("District"). As part of this transition, the District will enter into lease agreements with the City of Austin for the clinic space currently owned or leased by the City of Austin. A term sheet for these leases is attached as Exhibit 1.

Section 281.050 of the Texas Health and Safety Code authorizes a hospital district board of managers to lease any property or other facility to provide a service required by the district with the approval of the Commissioners Court.

These lease agreements are scheduled to be presented on the City of Austin's agenda for February 26, 2009.

RECOMMENDED ACTION

The Court approve the above-referenced transactions between the City of Austin and the Travis County Healthcare District contingent upon the approval by the City Council expected to occur on February 26, 2009.

Term Sheet of the Leases of Clinic Sites between the Travis County Healthcare District and the City of Austin

February 16, 2009

Following are the significant terms contained in these leases.

1. The term of all of the leased facilities except for Montopolis is for 35 years from the date of inception, October 1, 2004. The leases end on February 28, 2034.

Montopolis is different in that in the original Interlocal Agreement between the City of Austin and the Travis County Healthcare District ("Interlocal"), it was designated as a site that would convey to the District on March 1, 2009. Due to its location on dedicated parkland, the lot the clinic building is located on cannot be divided, so the parties agreed to a 99-year ground lease. The building conveys to the District.

2. The parties agree to meet on or before March 28, 2031 to discuss possible extension of the leases, the terms of which must be mutually agreeable.
3. The parties agree that title to all the furniture and equipment in the leased sites (except for items that are attached to the building, e.g. air-handling systems) has transferred to the District.
4. The rent charged to the District will consist only of charges the City incurs and allocates to the District for utilities, trash pickup, building automation system services, etc. The District will be responsible for providing its own janitorial services, telephone, security, and other services.

In sites where the District and the City occupy separate buildings (South Austin, Rosewood Zaragosa, and A.K. Black), the District will provide its own grounds maintenance and parking lot maintenance for the grounds and parking lot areas designated for it.

In sites where the District and the City occupy the same building – where their space cannot be cleanly separated (East, RBJ 5th Floor, and ARCH), the City will provide for grounds and parking lot maintenance; however, the District will have the option to provide those services with prior written approval of the City, and if approved, will allocate a portion of the cost to the City, as long as the allocation does not exceed the City's budget for those services.

5. The District will perform repairs costing less than \$10,000 ("minor repairs") in all sites and will perform major repairs (more than \$10,000) in sites where it

is in a separate building. At the end of the lease, the City will reimburse the District for the unamortized cost of its repairs, as adjusted by the CPI.

The City will do major repairs in those sites where the space is not clearly separated and at the end of the lease, the District will reimburse the City for the unamortized cost of these repairs, as adjusted by the CPI.

6. The City will provide insurance on the real property (buildings) for all sites except Montopolis, where the District will own the building and provide its own building insurance.

The District will provide insurance on personal property for all sites and will have general liability coverage at each site in the amount of \$1 million.

7. If the City intends to stop using a particular site, e.g. South Austin, for its current use, the District will have 90 days to exercise a first right of refusal to purchase the property; otherwise it will have to vacate the property within 180 days.
8. The District can cancel the leases with 180 days notice at any time.
9. The City can terminate the Montopolis ground lease if the District ceases to use the property for a permitted use (any use consistent with its mission). The City has the first right of refusal to take back the ground lease if the District ceases to operate on the site; otherwise, the District may allow a third party to use the property but only for a permitted use.

Item # 30



Travis County Commissioners Court Agenda Request

Meeting Date: February 24, 2009

I. A. Requestor: Alicia Perez, Executive Mgr Phone # 854-9343

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON STAR OF TEXAS FAIR AND RODEO CONTRACT AMENDMENTS INCLUDING 2009 OPERATING AGREEMENT.

A. 1989 SUB-LEASE AGREEMENT

B. 1995 CONCESSION CONTRACT

Executive Session

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.

#31

Travis County Commissioners Court Agenda Request

Voting Session 2/24/09
(Date)

Working Session 2/24/09
(Date)

- I. A. Request made by: COUNTY ATTORNEY (TIM LABADIE) Phone # 854-9513
- Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:
- RECEIVE LEGAL ADVICE FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING OFFER TO SETTLE CLAIMS AGAINST VALDEZ REMODELING & WEATHERIZATION, INC. and NAUTILUS INSURANCE CO. (OPHELIA MILICIA CLAIM); EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE § 551.071(1)(B).**
- C. Approved by: _____
Signature of Commissioner(s) or County Judge
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- Alicia Perez, Exec. Mgr., Admin. Operations 854-9343

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 FEB 13 AM 9:56

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.

32

Travis County Commissioners Court Agenda Request # AM.

Voting Session: 2/24/09

Executive Session: 2/24/09

1. A. Request made by: County Attorney (K. Morse) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive legal briefing from County Attorney and outside counsel, Renea Hicks, Esq. and take appropriate action regarding the matter of Northwest Austin M.U.D. v. Holder in the Supreme Court of the United States. (Executive Session, also, Tex. Gov't Code 551.071, Consultation with Attorney)

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:

Cyd Grimes, Travis County Purchasing Agent	854-9700
Kevin Morse, Director, Environmental Div., TCAO	854-9513
John C. Hille, Jr., Director, Transactions Div., TCAO	854-9513

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

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

___ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 FEB 12 AM 10:27

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

34

Voting Session: February 24, 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 NEW LEASES BETWEEN TRAVIS COUNTY AND THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR COUNTY OWNED CLINICS. (EXECUTIVE SESSION – NOTES 1 & 2 GOV CODE ANNOTATED 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:

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
John Hille, Assistant County Attorney (49415)
Christopher Gilmore, Assistant County Attorney (49455)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
09 FEB 18 PM 7:18

Travis County Commissioners Court Agenda Request

C2

Voting Session Tuesday, February 24th 2009
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the**

Voting Session of January 27, 2009

C. Approved By:


Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING JANUARY 27, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 27th day of January 2009, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 12:03 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:38 PM and adjourned at 1:39 PM.

The Commissioners Court reconvened the Voting Session at 1:39 PM.

The Commissioners Court retired to Executive Session at 1:44 PM.

The Commissioners Court reconvened the Voting Session at 4:08 PM.

The Commissioners Court adjourned the Voting Session at 4:15 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Maurice Priest, Travis County Resident; and Ronnie Gjemre, Travis County Resident.
(9:18 AM)

CONSENT ITEMS

Members of the Court heard from: Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR); and Mary Etta Gerhardt, Assistant County Attorney.

Motion by Commissioner Davis **and seconded by** Judge Biscoe to approve the following Consent Items: C1-C4 and Items 3, 4.A, 6, 7, 8.A&B, 9, 10, 13, 14, 15, 16, 17, 19, 20, 22, 23, 26.A&B, 27, 28, 29, and A2. (9:28 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE SETTING A PUBLIC HEARING FOR MARCH 3, 2009 TO RECEIVE COMMENTS REGARDING A PARTIAL VACATION IN PRECINCT ONE: HIDDEN LAKE ESTATES, SECTION 1 SUBDIVISION (95 TOTAL LOTS).
- C3. APPROVE SETTING A PUBLIC HEARING FOR MARCH 3, 2009 TO RECEIVE COMMENTS REGARDING A PARTIAL PLAT VACATION IN PRECINCT ONE: PARSONS MEADOWS SECTION ONE SUBDIVISION (57 TOTAL LOTS).
- C4. APPROVE SETTING A PUBLIC HEARING FOR MARCH 3, 2009 TO RECEIVE COMMENTS REGARDING A TOTAL PLAT VACATION IN PRECINCT ONE: PARSONS MEADOWS SECTION TWO SUBDIVISION (84 TOTAL LOTS).

RESOLUTIONS AND PROCLAMATIONS

1. APPROVE PROCLAMATION RECOGNIZING THE MONTH OF JANUARY, 2009 AS "MENTORING MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:32 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); Katherin Brewer, Executive Director, Austin Partners in Education; and Sari Waxler, Executive Director, Seedling Foundation.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve the Proclamation in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

2. APPROVE PROCLAMATION RECOGNIZING THE LADIES AUXILIARY TO THE VETERANS OF FOREIGN WARS ANNUAL MID-WINTER CONFERENCE. (JUDGE BISCOE) (9:40 AM)

Members of the Court heard from: Debbie Daniel, Department President, Ladies Auxiliary to the Veterans of Foreign Wars; Roberta Carnley, Department Secretary, Ladies Auxiliary to the Veterans of Foreign Wars; and Margie (last name unknown), Ladies Auxiliary to the Veterans of Foreign Wars.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve the Proclamation in Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADMINISTRATIVE OPERATIONS ITEMS

3. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$479,061.40 FOR THE PERIOD OF JANUARY 9 TO 15, 2009. (9:28 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:28 AM)

A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND

Clerk's Note: Item 4.A approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:44 AM)

B. REQUEST FROM CONSTABLE PRECINCT ONE FOR AN EXCEPTION TO TRAVIS COUNTY CODE CHAPTER 10.0295 (D)(4), PEACE OFFICER PAY SCALE.

Members of the Court heard from: Linda Moore Smith, Director, Human Resources Management Department (HRMD); Danny Thomas, Constable Precinct 1; and Randy Lott, Budget Analyst, PBO.

Motion by Commissioner Davis **and seconded by** Commissioner Huber to approve Item 4.B

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY GREEN BUILDING RESOLUTION. (9:50 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to approve Item 5.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

JUSTICE AND PUBLIC SAFETY ITEMS

6. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATION FROM OVERSIGHT COMMITTEE ON SELECTION OF THE DIRECTOR OF THE TRAVIS COUNTY OFFICE OF PARENTAL REPRESENTATION. (9:28 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATION FROM OVERSIGHT COMMITTEE ON SELECTION OF THE DIRECTOR OF THE TRAVIS COUNTY OFFICE OF CHILD REPRESENTATION. (9:28 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS:
(9:28 AM)

A. ORDER EXEMPTING THE PURCHASE OF PROFESSIONAL CIVIL AND PERMITTING ENGINEERING SERVICES AT THE TRAVIS COUNTY JAIL FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE; AND

B. CONTRACT AWARD FOR PROFESSIONAL CIVIL AND PERMITTING ENGINEERING SERVICES FOR BUILDING 103 AND B12 PARKING LOT, CONTRACT NO. 09K00159DG, TO PATE ENGINEERS, INC.

Clerk's Note: Items 8.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. APPROVE ORDER EXEMPTING THE PURCHASE OF BLISTER CARDS AND BLISTERS FROM RX SYSTEMS, INC. FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A) (7) (D) OF THE COUNTY PURCHASING ACT. (9:28 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE CONTRACT AWARD FOR CULVERT PIPE, IFB NO. B090064DR, TO THE LOW BIDDER, CONTECH CONSTRUCTION PRODUCTS, INC.
(9:28 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE CONTRACT AWARD WITH DOUCET AND ASSOCIATES, INC., RFQ NO. Q080290LP, PROFESSIONAL ENGINEERING SERVICES FOR TRAVIS COUNTY NUCKOLS CROSSING ROADWAY SAFETY IMPROVEMENTS PROJECT. (9:54 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve Item 11.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

12. APPROVE MODIFICATION NO. 10 TO CONTRACT NO. 07T00004OJ, WASTE MANAGEMENT OF TEXAS, FOR REFUSE COLLECTION. (9:56 AM)

Members of the Court heard from: Bonnie Floyd, Assistant Purchasing Agent; Daniel Rumsey, Account Manager, Waste Management of Texas, Inc.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

13. APPROVE MODIFICATION NO. 6 TO CONTRACT NO. PS070232DG, MWM DESIGN GROUP, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES AT DEL VALLE WELLNESS CLINIC. (9:28 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

14. CONSIDER AND TAKE APPROPRIATE ACTION ON A FINAL PLAT FOR RECORDING IN PRECINCT THREE: SENNA HILLS SECTION 9 SUBDIVISION (22 TOTAL LOTS), AND A SUBDIVISION CONSTRUCTION AGREEMENT WITH TAYLOR MORRISON OF TEXAS, INC. (9:28 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN IN PRECINCT FOUR: STONEY RIDGE, PHASE C SUBDIVISION (151 TOTAL LOTS). (9:28 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF PUBLIC STREET AND ROAD-RELATED DRAINAGE FACILITIES IN RIVER DANCE, PHASE 3 SUBDIVISION, AND A LICENSE AGREEMENT WITH STEINER RANCH MASTER ASSOCIATION, INC. (9:28 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON A LICENSE AGREEMENT WITH THE AUSTIN RIDGE RIDERS MOUNTAIN BIKE CLUB FOR A BIKE RACE AT TRAVIS COUNTY MILTON REIMERS RANCH PARK. (9:28 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST BY MIKE MCMINN FOR ALTERNATIVE FILING FEES FOR A SHORT FORM SUBDIVISION PLAT. (COMMISSIONER ECKHARDT) (10:01 AM)

Members of the Court heard from: Mike McMinn, Travis County Resident; and Anna Bowlin, Program Manager, Planning and Engineering, TNR.

Clerk's Note: The Court requested Staff to conduct a review of the fee schedule for short form plats, consider if the introduction of a graduated fee schedule for plats above an average number of lots would be appropriate, and to bring it back to the Court on February 10, 2009.

Item 18 to be reposted on February 10, 2009.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON ACCEPTANCE OF DEDICATION OF PUBLIC STREET AND ROAD-RELATED DRAINAGE FACILITIES WITHIN ROCKY POINT SUBDIVISION AND NOTIFY COURT OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREETS WITHIN ROCKY POINT, A SUBDIVISION IN PRECINCT THREE. (9:28 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH TEAM HOTEL SAN JOSE, LLC FOR A BIKE RACE AT PACE BEND PARK. (9:28 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRANSFER OF 826.546 ACRE VOLENTE MITIGATION TRACT FROM GRASON VOLENTE INVESTMENTS, LTD. TO TRAVIS COUNTY AND ACCEPTANCE OF OPERATION AND MAINTENANCE RESPONSIBILITY TO BE MANAGED AS PART OF THE BALCONES CANYONLANDS PRESERVE. (1:40 PM)

Members of the Court heard from: Kevin Connally, Environmental Specialist, TNR; and John Hille, Assistant County Attorney.

Motion by Commissioner Huber **and seconded by** Commissioner Eckhardt to approve Item 21.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

22. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A TOTAL SUBDIVISION VACATION IN PRECINCT TWO: SCARBROUGH SUBDIVISION (9 TOTAL LOTS); AND A REPLAT OF LOTS 1-9, SCARBROUGH SUBDIVISION (11 LOTS). (COMMISSIONER ECKHARDT) (9:28 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

23. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST BY UNIVERSITY OF TEXAS DOCTORAL STUDENT TO POST INFORMATION AT THE TRAVIS COUNTY COMMUNITY CENTERS REGARDING COMPENSATED STUDY ON INTIMATE PARTNER ABUSE. (9:28 AM)

Members of the Court heard from: Mary Etta Gerhardt, Assistant County Attorney.

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge announced that approval of Item 23 is subject to the County's ability to get a disclaimer, as noted by the County Attorney's Office.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ASSISTANCE FROM AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER FOR IN KIND SUPPORT FROM TRAVIS COUNTY IN THE FORM OF PRINTING 700 NEWSLETTERS FOR THE 9TH ANNUAL CENTRAL TEXAS AFRICAN-AMERICAN FAMILY SUPPORT CONFERENCE. (10:23 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Commissioner Eckhardt **and seconded by** Judge Biscoe to approve Item 24.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

PLANNING AND BUDGET DEPT. ITEMS

25. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:47 AM)

Members of the Court heard from: Danny Thomas, Constable Precinct 1; and Craig Howard, Chief Deputy, Constable Precinct 1 Office.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve Item 25.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

26. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:28 AM)

- A. INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR GRANT FUNDS TO CONTINUE THE FAMILY VIOLENCE PROTECTION TEAM GRANT PROGRAM IN THE OFFICES OF THE DISTRICT ATTORNEY, COUNTY ATTORNEY, SHERIFF AND CONSTABLE PRECINCT 5; AND
- B. CONTRACT AMENDMENT WITH THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR TRANSPORTATION AND NATURAL RESOURCES TO EXTEND THE TERMINATION DATE TO FEBRUARY 28, 2009 TO PAY FOR WATER SYSTEM INSTALLATION AND INDIVIDUAL SERVICE CONNECTIONS IN THE TRAVIS COUNTY PORTION OF NORTHRIDGE ACRES.

Clerk's Note: Items 26.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

27. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:28 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF DECEMBER 2008. (9:28 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO DECOMMISSION BUILDING 310 AT TRAVIS COUNTY CORRECTIONAL COMPLEX SO IT CAN BE UTILIZED FOR ADDITIONAL SPACE FOR THE SHERIFF'S OFFICE TRAINING ACADEMY. (9:28 AM)

Clerk's Note: Item 29 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT FOR THE MEN AND BOYS HARVEST FOUNDATION TO ENHANCE THE EDUCATIONAL AND ECONOMIC OPPORTUNITIES OF TRAVIS COUNTY YOUTH. (1:40 PM)

Item 30 postponed until February 3, 2009.

31. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM SETON MEDICAL CENTER-AUSTIN REGARDING THE CHILDREN'S OPTIMAL HEALTH PARTNERSHIP. (11:01 AM) (11:13 AM)

Members of the Court heard from: Ashton Cumberbatch, Vice President, Advocacy and Community Relations, Seton Family of Hospitals; Diana Resnik, Senior Vice President, Community Health Services, Board Member, Optimal Health Board and Seton Healthcare; Jim Walker, Sustainability Indicators; David Escamilla, Travis County Attorney; Sherri Fleming, Executive Manager, TCHHS&VS; and Dr. Susan Millea, Ph.D., President, Human Service Technology Innovations.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to indicate Travis County's desire to join the partnership, and ask the County Attorney's Office to try to figure out a way to do so.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	present but not voting
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: Commissioner Davis indicated that he would need another week to consider the Item.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

32. RECEIVE LEGAL ADVICE AND TAKE APPROPRIATE ACTION RELATED TO TYPE OF CONTRACT USED WHEN HIRING VISITING JUDGES. ¹ (1:44 PM) (4:08 PM) (4:11 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we direct Staff to request the SS8 form determination and report back to the Court as soon as that is received.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: Item 32 was revisited at 4:11 PM

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to reconsider Item 32.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ITEM 32 CONTINUED

Members of the Court heard from: Barbara Wilson, Assistant County Attorney.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Huber to submit the SS8 form, request that determination, and authorize the County Judge to sign the form after it has been completed.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

33. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING OUTSTANDING OBLIGATION FROM KENNEDY RIDGE WATER SUPPLY CORPORATION FOR UTILITY RELOCATION AGREEMENT. ¹ (1:44 PM) (4:09 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 33 to be reposted on February 3, 2009.

34. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING OFFER TO SETTLE CLAIM AGAINST PEDRO DANIEL FOR DAMAGE TO A COUNTY-OWNED GUARDRAIL. ¹ (1:44 PM) (4:09 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we reject the counter offer and re-urge our offer.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

35. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING SETTLEMENT OFFER FROM GRIMES COUNTY CONCERNING PAYMENT OF COURT COSTS ASSOCIATED WITH MENTAL HEALTH SERVICES PROCEEDINGS CONDUCTED IN TRAVIS COUNTY. ¹ (1:44 PM) (4:10 PM)

Clerk's Note: Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that, after negotiating this matter, we change our offer to \$525.00.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

36. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE STATUS OF INVESTIGATION OF CLAIMS BY KAREN STEITL, INCLUDING THE CLAIMS IN EEOC CHARGE NO. 31C-2008-01470. ^{1 AND 3} (1:44 PM) (4:12 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Clerk's Note: Items 36 and 37 are associated with one another and were called for concurrent discussion.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that in Item 36, we ask Precinct 3 Commissioner Karen Huber to represent Travis County in the Karen Steitle mediation before the Equal Employment Opportunity Commission (EEOC). In Item 37, to ask Commissioner Huber to represent the Travis County Commissioners Court in the claims filed by Chuck Kelley.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

37. 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. ^{1 AND 3} (1:44 PM) (4:12 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Clerk's Note: Items 37 and 36 are associated with one another and were called for concurrent discussion. Please refer to Item 36 for a summary of the action taken by the Court.

38. A. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY ON ISSUES REGARDING CONFIDENTIAL CLIMATE ASSESSMENT RECEIVED FROM EMPLOYMENT PRACTICES SOLUTIONS AND TAKE APPROPRIATE ACTION; AND
- B. DELIBERATE RESULTS OF CONFIDENTIAL CLIMATE ASSESSMENT IN RELATION TO EXECUTIVE MANAGER OF ADMINISTRATIVE OPERATIONS; DIRECTOR OF HUMAN RESOURCES MANAGEMENT DEPARTMENT (HRMD); AND HRMD SLOT NUMBERS 23, 16 AND 9 AND TAKE APPROPRIATE ACTION. ^{1 AND 3} (1:44 PM) (4:13 PM)

Clerk's Note: Judge Biscoe announced that Items 38.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Items 38.A&B to be reposted on February 3, 2009.

39. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (1:39 PM)

Item 39 not needed.

40. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING COMMISSIONERS COURT'S RESPONSIBILITY FOR PROVIDING COLLABORATION, MANAGEMENT OR OVERSIGHT OF THE TRAVIS COUNTY HOUSING AUTHORITY. ¹ (1:44 PM) (4:13 PM)

Clerk's Note: Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 40 to be reposted when ready.

41. 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. ^{1 AND 2} (1:44 PM) (4:13 PM)

Clerk's Note: Judge Biscoe announced that Item 41 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from: John Hille, Assistant County Attorney, Director of Transactions Division.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we authorize the signing of the purchase contract, if it is returned to the County Attorney's office in substantially the same form that the County Attorney's office prepared and sent it over; and if there are significant changes, that the matter be placed back on the Court's agenda for appropriate consideration.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

42. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO NOVATION OF LICENSE AGREEMENT FOR OPERATION OF COMMUNITY CENTER. ^{1 AND 2} (1:44 PM) (4:14 PM)

Clerk's Note: Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from: Barbara Wilson, Assistant County Attorney.

Clerk's Note: The Court directed Staff that they contact the licensee at the Precinct 3 Community Center, and that we receive a report back next week, February 3, 2009.

Item 42 to be reposted on February 3, 2009.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON COUNTY POSITION REGARDING LEGISLATIVE OPTIONS TO INCREASE TRANSPORTATION MOBILITY FUNDING. (10:25 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Deece Eckstein, Intergovernmental Relations Officer; and Katie Ferrier, Real Estate Council of Austin (RECA).

Discussion only. No formal action taken.

- A2. CONSIDER AND TAKE APPROPRIATE ACTION TO ACCEPT CHECK FROM NORTHRIDGE WATER SUPPLY CORPORATION RECEIVER, PATRICK KING, TO BE USED FOR SERVICE CONNECTIONS IN NORTHRIDGE ACRES. (9:28 AM)

Clerk's Note: Item A2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A3. CONSIDER AND TAKE APPROPRIATE ACTION ON PROCESS FOR SELECTING TRAVIS COUNTY'S APPOINTMENTS TO CITY OF AUSTIN-TRAVIS COUNTY SUSTAINABLE FOOD POLICY BOARD. (COMMISSIONER ECKHARDT) (11:03 AM)

Motion by Commissioner Eckhardt **and seconded by** Judge Biscoe for each member of the Court to appoint one person, and for the County Judge to appoint two.

An Addition to the previous Motion was made by Commissioner Eckhardt to set a closing date for the application process of 5:00 PM, Friday, January 30, 2009.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: The County judge noted that the Commissioners Court would approve the selections within the next two weeks.

Item A3 to be reposted on February 3, 2009 and February 10, 2009.

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to adjourn the Voting Session. (4:15 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, February 24, 2009
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the**

Voting Session of February 3, 2009

C. Approved By:


Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING FEBRUARY 3, 2009
AND RECONVENED FEBRUARY 4, 2009
TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 3rd day of February 2009, the Commissioners' Court convened the Voting Session at 9:13 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:14 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:36 PM and adjourned at 1:36 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:36 PM and adjourned at 1:37 PM.

The Commissioners Court reconvened the Voting Session at 1:37 PM.

The Commissioners Court retired to Executive Session at 3:19 PM.

The Commissioners Court reconvened the Voting Session at 5:18 PM.

The Commissioners Court recessed the Voting Session at 5:20 PM until Wednesday, February 4, 2008 at 10:00 AM.

The Commissioners Court reconvened the Voting Session at 10:04 AM, Wednesday, February 4, 2008.

The Commissioners Court retired to Executive Session at 10:04 AM, Wednesday, February 4, 2008.

The Commissioners Court reconvened the Voting Session at 10:43 AM, Wednesday, February 4, 2008.

The Commissioners Court adjourned the Voting Session at 10:45 AM, Wednesday, February 4, 2008.

CITIZENS COMMUNICATION

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; and Bob Pope, Travis County Resident. (9:14 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C3 and Items 2, 3.A, 4, 5, 8, 9, 10, 11, 14, 15, 16, 19, 21, 22, and A3. (9:23 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF JANUARY 13, 2009.
- C3. APPROVE SETTING A PUBLIC HEARING ON FEBRUARY 17, 2009 TO RECEIVE COMMENTS 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 8:00 AM TO 8:00 PM.

SPECIAL ITEMS

1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:25 AM)

Members of the Court heard from: Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services; Hershel Lee, Assistant Fire Marshal; and Cyd Grimes, Travis County Purchasing Agent.

Discussion only. No formal action taken.

Clerk's Note: The County Judge noted the Court's intention to renew the prohibition on outdoor burning during the Consent Item next week, Tuesday February 10, 2009, unless things change dramatically.

PLANNING AND BUDGET DEPT. ITEMS

2. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:23 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:23 AM)

- A. ACCEPTANCE OF FORMULA GRANT AWARD WITH THE TASK FORCE ON INDIGENT DEFENSE FOR INDIGENT DEFENSE SERVICES IN CRIMINAL COURTS; AND

Clerk's Note: Item 3.A approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ITEM 3 CONTINUED

3. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:13 AM)
 - B. CONTRACT WITH THE RSVP ADVISORY COUNCIL TO HELP FUND THE SENIOR AND VOLUNTEERS FOR CHILDHOOD IMMUNIZATION PROGRAM IN HEALTH AND HUMAN SERVICES AND VETERANS SERVICE.

Item 3.B Postponed until February 10, 2009.

ADMINISTRATIVE OPERATIONS ITEMS

4. 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 \$868,256.76 FOR THE PERIOD OF JANUARY 16 TO 22, 2009. (9:23 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:23 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

JUSTICE AND PUBLIC SAFETY ITEMS

6. CONSIDER AND TAKE APPROPRIATE ACTION ON AN INVITATION FROM THE URBAN INSTITUTE FOR TRAVIS COUNTY TO APPLY FOR TECHNICAL ASSISTANCE THROUGH A JAIL POPULATION REDUCTION INITIATIVE. (9:34 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS).

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 6.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

7. RECEIVE STATUS REPORT ON VISITATION CENTER CONSTRUCTION PROJECT AT TRAVIS COUNTY COMMUNITY JUSTICE CENTER (STATE JAIL) AND TAKE APPROPRIATE ACTION. (9:39 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, JPS; Kimberly Pierce, Planning Manager, Criminal Justice Planning (CJP); Roger El Khoury, Director, Facilities Management; Jim Barr, Senior Project Manager, Facilities Management; Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR); Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); and John Hille, Assistant County Attorney.

Discussion only. No formal action taken.

Item 7 to be reposted on February 10, 2009.

PURCHASING OFFICE ITEMS

8. DECLARE LISTING OF CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (9:23 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 6) TO INTERLOCAL CONTRACT NO. IL040149ML, LIMESTONE COUNTY, FOR INMATE HOUSING SERVICES. (9:23 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE HOWARD LANE I PROJECT, IFB NO. B090058LP, TO THE LOW BIDDER, JOE BLAND CONSTRUCTION, LP. (9:23 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. CM060077LC, IDENTIX INCORPORATED, FOR PURCHASE/MAINTENANCE OF LIVSCAN PALM SCANNERS. (9:23 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING EVALUATION COMMITTEE'S RECOMMENDATION FOR APPROVAL OF SHORT-LISTED FIRMS AS A RESULT OF QUALIFICATION STATEMENTS RECEIVED IN RESPONSE TO RFQ NO. Q090041RV, TRAVIS COUNTY CENTRAL CAMPUS STUDY FOR A STRATEGIC NEEDS ANALYSIS AND FACILITIES MASTER PLAN. (10:35 AM) (5:19 PM)

Clerk's Note: The Court discussed a schedule for the interviews:

- Wednesday, February 25, 2009 – Evaluation Team;
- Thursday, February 26, 2009 at 1:30 PM – Commissioners Court; and,
- Friday, February 27, 2009 at 9:00 AM – Judicial Leadership.

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; and Christian Smith, Special Assistant to the Commissioners Court.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we approve the recommendation of the committee with the reversal of the dates for the Evaluation Committee and the Commissioners Court as discussed.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 12 was revisited at 5:19 PM.

Clerk's Note: The Court noted that the interviews with the Commissioners Court will now take place on Wednesday, February 25, 2009 at 9:00 AM.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

13. CONSIDER AND TAKE APPROPRIATE ACTION ON THE CENTRAL TEXAS REGION'S IMPLEMENTATION OF THE 2009 BIG PUSH INITIATIVES TO MAINTAIN ATTAINMENT OF THE 8-HOUR OZONE NATIONAL AMBIENT AIR QUALITY STANDARD. (10:42 AM)

Clerk's Note: The Court heard recommendations from Staff on County operational changes to be used on Ozone Action Days.

Members of the Court heard from: Jon White, Natural Resources Program Manager, TNR; Tom Weber, Environmental Quality Program Manager, TNR; Adele Noel, Air Quality Project Manager, TNR; Joe Gieselman, Executive Manager, TNR; and Ronnie Gjemre, Travis County Resident.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we take all of these directions into account, do additional work to present to the Commissioners Court in two weeks, February 17, 2009, as a status report so we can take further action.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court directed Staff to share recommendations with the other entities in the area, and see what efforts they are making to reduce Ozone production.

Item 13 to be reposted on February 17, 2009.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR AN EXEMPTION FROM PLATTING REQUIREMENTS FOR LA PUENTE CONDOMINIUM PROJECT IN PRECINCT THREE. (9:23 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT ONE: COTTONWOOD ESTATES (2 TOTAL LOTS). (9:23 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

16. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:23 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:14 AM)
- A. STATUS REPORT ON DRAFTING LEGISLATION TO ADDRESS TRAVIS COUNTY LEGISLATIVE PRIORITIES;
 - B. ADDITIONS, DELETIONS OR MODIFICATIONS TO THE LEGISLATIVE PRIORITIES ADOPTED BY THE COMMISSIONERS COURT;
 - C. BRIEFING ON LEGISLATIVE GOALS AND BILLS OF VARIOUS TRAVIS COUNTY OFFICIALS AND OTHER ENTITIES; AND
 - D. TRAVIS COUNTY POSITION REGARDING LEGISLATIVE OPTIONS TO INCREASE TRANSPORTATION MOBILITY FUNDING.

Clerk's Note: Items 17.A-D are associated with one another and were called for concurrent discussion.

ITEM 17 CONTINUED

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Clerk's Note: The Court heard a request that the Commissioners Court add the following to its legislative priorities for the 81st Texas legislature:

- 1) Legislation to grant counties the authority to regulate billboards within their jurisdiction but outside the corporate limits of a municipality.

Motion by Commissioner Huber **and seconded by** Commissioner Gómez to approve Item 17.B.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court discussed adding the following items to the County's list of priorities as requested by other Travis County Elected Officials:

- 1) Legislation to increase the amount of the fee paid by a defendant for a peace officer's services in executing or processing an arrest warrant, capias, or capias pro fine from \$50 to \$75;
- 2) Legislation relating to the payment of a special expense fee on a grant of deferred disposition in a justice or municipal court;
- 3) Legislation relating to longevity pay for certain state judges and justices and to the treatment of that longevity pay; and,
- 4) Legislation relating to creating the position of presiding criminal judge of Travis County.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve recommendations 1 and 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 17 CONTINUED

Motion by Judge Biscoe and seconded by Commissioner Davis that Staff be authorized to work with the impacted officials in recommendations 3 and 4 to further the matter, and present back to the Commissioners Court at the appropriate time.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Item 17.A Discussion only.

Item 17.D to be postponed until February 10, 2009.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY ELIGIBILITY FOR FUNDS FROM THE FEDERAL ECONOMIC STIMULUS PACKAGE, INCLUDING: (3:19 PM)
 - A. REVISIONS TO THE ORIGINAL "BRICKS AND MORTAR" PACKAGE DOCUMENT PRESENTED TO COMMISSIONERS COURT ON DECEMBER 16, 2008; AND
 - B. STATUS REPORT ON EXPANDED LIST OF PROJECTS FOR WHICH TRAVIS COUNTY MAY BE ELIGIBLE BASED ON RECENT CONGRESSIONAL COMMITTEE ACTION.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Items 18.A&B to be reposted for the February 12, 2009 work session.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENT OF LYNN PERKINS TO SERVE ON THE BOARD OF THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES. (COMMISSIONER GÓMEZ)
(9:23 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY'S APPOINTMENTS TO THE CITY OF AUSTIN-TRAVIS COUNTY SUSTAINABLE FOOD POLICY BOARD. (COMMISSIONER ECKHARDT)

Item 20 was not discussed.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT DEPUTY CONSTABLES FOR PRECINCT ONE FOR 2009. (9:23 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ACCEPT A FOUR YEAR OLD GERMAN SHEPHERD CANINE TRAINED IN POLICE WORK AS A DONATION FROM KUSTOM KRATES. (9:23 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FORMATION OF THE COUNTY CLERK ELECTIONS STUDY GROUP FOR THE PURPOSE OF STUDYING AND MAKING RECOMMENDATIONS FOR FUTURE TRAVIS COUNTY VOTING SYSTEMS. (11:28 AM) (3:19 PM) (5:18 PM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; Ronnie Gjemre, Travis County Resident; Karen Rennick, VoteRescue; and Jenny Garth, VoteRescue.

Clerk's Note: Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT FOR THE MEN AND BOYS HARVEST FOUNDATION TO ENHANCE THE EDUCATIONAL AND ECONOMIC OPPORTUNITIES OF TRAVIS COUNTY YOUTH. (9:13 AM)

Item 24 postponed until February 10, 2009.

25. DISCUSS INTERNSHIP OPPORTUNITIES WITHIN TRAVIS COUNTY GOVERNMENT AND FUNDING OPTIONS FOR AUSTIN COMMUNITY COLLEGE STUDENTS DURING THE FALL 2009 AND SPRING 2010 SEMESTERS. (COMMISSIONER ECKHARDT) (10:11 AM)

Members of the Court heard from: Peck Young, Austin Community College (ACC); and Bruce Todd, Former Travis County Commissioner.

Discussion only. No formal action taken.

Clerk's Note: The Court approved without objection their intention to work with ACC again this year.

Item 25 to be reposted on February 10, 2009.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO JOIN THE TEXAS HIGH SPEED RAIL AND TRANSPORTATION CORPORATION PROJECT. (5:19 PM)

Item 26 postponed until February 10, 2009.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

27. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON ATTORNEY'S FEES IN RELIABLE CONSULTANTS, INC., D/B/A DREAMERS V. RONNIE EARLE, ET AL, NO. A-0-CA-086-LY. ¹ (3:19 PM) (5:18 PM)

Clerk's Note: Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Huber that we authorize the County Attorney's Office to stipulate that \$120,000.00 is reasonable, of the \$240,000.00 claim, and that the County continue to rely on the County's not being liable for any of this attorney's fees.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

28. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING OUTSTANDING OBLIGATION FROM KENNEDY RIDGE WATER SUPPLY CORPORATION FOR UTILITY RELOCATION AGREEMENT. ¹ (3:19 PM) (5:18 PM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 28 to be reposted on February 10, 2009.

29. A. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY ON ISSUES REGARDING CONFIDENTIAL CLIMATE ASSESSMENT RECEIVED FROM EMPLOYMENT PRACTICES SOLUTIONS AND TAKE APPROPRIATE ACTION; AND
- B. DELIBERATE RESULTS OF CONFIDENTIAL CLIMATE ASSESSMENT IN RELATION TO EXECUTIVE MANAGER OF ADMINISTRATIVE OPERATIONS; DIRECTOR OF HUMAN RESOURCES MANAGEMENT DEPARTMENT (HRMD); AND HRMD SLOT NUMBERS 23, 16 AND 9 AND TAKE APPROPRIATE ACTION. ^{1 AND 3} (3:19 PM) (5:20 PM)
(10:04 AM, Wednesday, February 4, 2009) (10:43 AM, Wednesday, February 4, 2009)

Clerk's Note: Judge Biscoe announced that Items 29.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Members of the Court heard from: Sherine Thomas, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we implement Plan A as recommended by the consultant, that is, mediation and coaching, and that we have this item back on the Court's agenda next Tuesday, February 10, 2009 for any necessary follow up action.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 29 CONTINUED

Motion by Judge Biscoe and seconded by Commissioner Davis that we tweak the draft letter prepared by the County Attorney and our consultant, a letter proposed for sending to the Human Resources Management Department (HRMD) employees; that members of the Court send any recommended changes to the County Attorney's Office; that we try to come up with a final letter as soon as possible; that we provide signature lines for the entire Commissioners Court, so this will go to HRMD employees from the Court; and that we try to send that letter out expeditiously; further, that we try to get any recommended changes to the County Attorney by 12:00 noon, February 5, 2009, and if we can, get this letter out Friday, February 6, 2009 in the afternoon, if not before.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court thanked the dedication and hard work of the County Attorney's Office and the consultant in this matter.

30. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (9:13 AM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 30 postponed until February 10, 2009.

31. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO NOVATION OF LICENSE AGREEMENT FOR OPERATION OF COMMUNITY CENTER. ^{1 AND 2} (3:19 PM) (5:19 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 31 to be reposted on February 10, 2009.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POTENTIAL EXPENDITURES OF NEW COUNTY FUNDING FOR SOCIAL SERVICES: (1:37 PM)
- A. PROPOSALS RECEIVED IN RESPONSE TO A REQUEST FOR SERVICES FOR WORKFORCE DEVELOPMENT PROJECTS; AND
- B. VARIOUS COMMUNITY PARTNER INVESTMENTS AND PUBLIC COMMENTS RELATED TO THE PROPOSED USE OF \$450,000 BUDGETED IN FISCAL YEAR 2009.

Clerk's Note: Items A1.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); and Lawrence Lyman, Social Services Program Administrator, Workforce Development, TCHHS&VS.

Discussion only. No formal action taken.

Items A1.A&B to be reposted on February 17, 2009.

A2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING
COMPENSATION ISSUES: (2:14 PM)

- A. CREATION OF AN AD HOC COMPENSATION COMMITTEE TO DEVELOP A STRATEGY TO ADDRESS SHORT AND LONG TERM ISSUES AND POLICY RECOMMENDATIONS;
- B. IDENTIFICATION AND PRIORITIZATION OF RELEVANT COMPENSATION ISSUES AND OPPORTUNITIES; AND
- C. WHETHER TO CONTINUE THE FISCAL YEAR 2009 MARKET SALARY STUDY CURRENTLY IN PROGRESS.

Clerk's Note: Items A2.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Linda Moore Smith, Director, Human Resources Management Department (HRMD); David Escamilla, Travis County Attorney; Leroy Nellis, Budget Manager, PBO; Greg Powell, Business Manager, Local 1624, American Federation of State, County and Municipal Employees (AFSCME); Sherri Fleming, Executive Manager, TCHHS&VS; and Joe Gieselman, Executive Manager, TNB.

Motion by Judge Biscoe and seconded by Commissioner Huber to approve Item A2.A.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item A2.B

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM A2 CONTINUED

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we continue the Fiscal Year 2009 market salary studies currently in progress, and that the consultant be available.

A Friendly Amendment to the previous Motion was offered by Commissioner Davis that we include in this motion the fact that right at the very top of whenever this gets to the employees, that there may not be any money available to pay for the results of this survey.

Acceptance of the Friendly Amendment was made by Judge Biscoe.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- A3. APPROVE SETTING A PUBLIC HEARING ON FEBRUARY 24, 2009 TO RECEIVE COMMENTS REGARDING A PARTIAL VACATION OF LOTS 31-35 IN THE HAMMET'S CROSSING SUBDIVISION, AS RECORDED IN VOLUME 83, PAGE 93-D AND 94-A OF THE OFFICIAL PUBLIC RECORDS. (9:23 AM)

Clerk's Note: Item A3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Gómez to adjourn the Voting Session. (10:45 AM, Wednesday, February 4, 2009)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Voting Session Tuesday, February 24, 2009
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County
Road District No. 3 Minutes for the:**

Voting Session of February 3, 2009

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – FEBRUARY 3, 2009

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 3rd day of February 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:36 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:36 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:36 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Davis that the investments be made.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSION OF JANUARY 13, 2009. (1:36 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session **Tuesday, February 24, 2009**
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Cave Road District
No. 1 Minutes for the Voting Session of
February 3, 2009.**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – FEBRUARY 3, 2009

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 3rd day of February, 2009, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:36 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:37 PM.

1. APPROVE RATIFICATION OF THE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:36 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the investments in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 24, 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: Review performance of the 2007-2008 HOME Down Payment Assistance Program and take appropriate action to improve similar programs in the future.

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 25 2009

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: February 24, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager
Miguel Gonzalez, Sr. Financial Analyst



SUBJECT: 2007-2008 HOME Down Payment Assistance Program

The 2007-2008 HOME DPA Program period began in November 2006 and ended in October 2008. The Program assisted 25 Travis County families purchase homes by providing \$10,000 in downpayment assistance.

Originally, the program's goal was to offer 20 loans to families below 60% Austin Median Family Income ("AMFI") and 5 loans to families below 80% AMFI. However, as the program progressed it became evident that meeting the 60% goal was not probable and the program was amended. In the end, 15 loans were made to families below 60% AMFI and 10 loans to families at 80% AMFI.

To achieve greater success at reaching families below 60% AMFI; the corporation must proactively combine HOME funds with other programs to achieve affordability.

Quick Program Notes:

- Average family income was \$33,847
- Average home purchase price was \$115,167
- Family ethnic summary of home buyers: 11 – Anglo, 7 – African-American, 8 – Other

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager, Planning and Budget
Cliff Blount, Esq.
Mary Mayes, Assistant Manager

2007-2008 Home Buyer Assistance Program

- 200 HOME Homebuyer Assistance ("HBA") Program ended on October 31, 2008.
- Program goal was to originate 25 loans benefiting first-time homebuyers in Travis County.
 - 5 loans to families at 80% Austin Median Family Income "AMFI" (\$56,900 for family of 4)
 - 20 loans to families at or below 60% AMFI (\$42,650 for family of 4)
- Total assistance was \$10,000 per family.
- Homes must be located within Travis County but not located within the city of Austin.
- Total Budget for HBA Program was \$260,875.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

2007-2008 Home Buyer Assistance Program

Program Period: Nov. 2006 – Oct. 2008

Sources of Funds:

TDHCA Grant	\$200,000
TDHCA – Grant Admin Fee	\$8,000
TCHFC – Match Funds	\$50,000
TCHFC - Cash Reserves	\$50,000
TCHFC – Program Costs	\$2,875
Total Sources of Funds	\$310,875

TRAVIS COUNTY HOUSING FINANCE CORPORATION

2007-2008 Home Buyer Assistance Program

PROGRAM PERFORMANCE:

- 29 of 30

FINANCE SUMMARY OF FAMILIES SERVED	
AVERAGE FAMILY INCOME	\$33,847
HIGHEST FAMILY INCOME	\$57,751
LOWEST FAMILY INCOME	\$18,807

TRAVIS COUNTY HOUSING FINANCE CORPORATION

2007-2008 Home Buyer Assistance Program

PROGRAM PERFORMANCE:

- 25 of 25

FINANCE SUMMARY OF FAMILIES SERVED	
Loans made to families at 80% (10)	\$100,000
Loans made to families at 60% (15)	\$150,000
Required Administrative Costs	\$10,875
Total Used Funds	\$260,875

TRAVIS COUNTY HOUSING FINANCE CORPORATION

2007-2008 Home Buyer Assistance Program

PROGRAM PERFORMANCE: (continued . . .)

FAMILY ETHNIC SUMMARY	
AFRICAN AMERICAN	7
HISPANIC	1
ANGLO	11
OTHER	6
TOTAL	25

TRAVIS COUNTY HOUSING FINANCE CORPORATION

2007-2008 Home Buyer Assistance Program

PROGRAM PERFORMANCE: (continued . . .)

PURCHASE PRICE OF HOMES SUMMARY	
AVERAGE COST	\$115,167
HIGHEST COST OF HOME	\$145,000
LOWEST COST OF HOME	\$90,169
TOTAL HOMES UNDER \$100K	3

TRAVIS COUNTY HOUSING FINANCE CORPORATION

2007-2008 Home Buyer Assistance Program

PROGRAM PERFORMANCE: (continued . . .)

LOCATION OF HOMES SUMMARY	
78724 ZIP CODE AREA	7
MANOR	11
DEL VALLE	3
PFLUGERVILLE (3) and Buda (1)	4
TOTAL	25

TRAVIS COUNTY HOUSING FINANCE CORPORATION

PROGRAM CONCLUSIONS:

- Program was greatly utilized by families of various sizes (8 singles, 9 single parents, and 8 couples)
- High rate of success with homebuyers at 60% AMFI
- Program was an excellent tool to stimulate housing demand, create affordable housing and healthy neighborhoods
- Continued need for similar programs exist in Travis County
- Program passed a compliance examination by TDHCA
- Coordination with other governmental entities is critical to achieve synergy in affordable housing

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 24, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of December 2, December 9, December 16, and December 23, 2008.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, DECEMBER 2, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 2, 2008, at 1:40 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Gerald Daugherty, Treasurer, was absent.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION TO
WAIVE REDEMPTION LOCK-OUT PROVISION TO REDEEM
MULTIFAMILY HOUSING REVENUE BONDS (FORT BRANCH LANDING
PROJECT) SERIES 2000.**

The Board heard from: Harvey Davis, Manager; and Cliff Blount, Attorney

Motion: President moved to approve the Resolution conditioned on the owner paying the annual fee due on December 1, 2008 plus an additional \$25,000.

Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	absent
	Director Gomez	yes
	Director Davis	yes

Staff Note: Staff is to bring back an answer next week.

**2. RECEIVE SUMMARY REPORT FROM TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 3 REGARDING THE SUCCESS OF FIRE
ACADEMY CLASS NO. 6 CADET PROGRAMS.**

The Board heard from: Harvey Davis, Manager; Fire Asst. Chief J.J. Willig; Cadet Dustin Davis

Motion: No motion was necessary

**3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST THAT
FUNDS APPROVED FOR TWO CADET SEATS, BUT UNUSED, BE
APPLIED TO THE NEXT FIRE ACADEMY TO BEGIN ON FEBRUARY 3,
2009.**

The Board heard from: Harvey Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	absent
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 1:59 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, DECEMBER 9, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 9, 2008, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES OF BOARD OF DIRECTOR MEETINGS OF OCTOBER 21, NOVEMBER 18 AND NOVEMBER 25, 2008.

The Board heard from: Mike Gonzalez, Sr. Financial Analyst

Motion: Director Gomez made a motion to approve the minutes.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

2. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION TO WAIVE REDEMPTION LOCK-OUT PROVISION TO REDEEM MULTIFAMILY HOUSING REVENUE BONDS (FORT BRANCH LANDING PROJECT) SERIES 2000.

The Board heard from: Mike Gonzalez, Sr. Financial Analyst

Motion: Director Biscoe made a motion to approve the Resolution conditioned on the owner paying the annual fee due December 1, 2008 plus \$12,500 on December 1, 2009 and \$12,500 on December 1, 2010.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: Staff is to bring back an answer next week.

ADJOURN

The meeting was adjourned at 1:46 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, DECEMBER 16, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 16, 2008, at 1:39 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO TRIMBUILT CONSTRUCTION, INC. FOR THE STATE JAIL VISITOR CENTER PROJECT.

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe made a motion to approve the invoice.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The amount of the invoice is \$13,485.00

2. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RESOLUTION AUTHORIZING SALE OF THE MORTGAGE-BACKED SECURITIES SECURING THE CORPORATION'S SINGLE FAMILY MORTGAGE REVENUE BONDS SERIES 2006A (AMT); APPROVING THE FORM AND SUBSTANCE OF A PURCHASE AGREEMENT AND THE DISCHARGE OF THE RELATED INDENTURES; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THE RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

The Board heard from: Harvey Davis, Manager; Cliff Blount, Attorney; Ladd Pattillo, Financial Advisor; and Mark O'Brien, Underwriter

Motion: Director Daugherty made a motion to proceed with the transaction as described by the financial team.
Director Eckhardt seconded the motion.

Motion carried: Director Biscoe yes
Director Eckhardt yes
Director Daugherty yes
Director Gomez yes
Director Davis yes

Staff Note: The financial team predicts the net unrestricted cash for the corporation will be more than \$300,000.

3. **CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RESOLUTION AUTHORIZING SALE OF THE MORTGAGE-BACKED SECURITIES SECURING THE CORPORATION'S SINGLE FAMILY MORTGAGE REVENUE BONDS SERIES 2007A (AMT); APPROVING THE FORM AND SUBSTANCE OF A PURCHASE AGREEMENT AND THE DISCHARGE OF THE RELATED INDENTURES; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THE RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

The Board heard from: Harvey Davis, Manager; and Cliff Blount, Attorney

Motion: Director Biscoe made a motion for the financial team to put together an appropriate factual presentation to be brought back to the Board in mid-January for final approval.

Director Daugherty seconded the motion

Motion carried: Director Biscoe yes
Director Eckhardt yes
Director Daugherty yes
Director Gomez yes
Director Davis yes

4. **CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION TO WAIVE REDEMPTION LOCK-OUT PROVISION TO REDEEM MULTIFAMILY HOUSING REVENUE BONDS (FORT BRANCH LANDING PROJECT) SERIES 2000.**

The Board heard from: Harvey Davis, Manager; and Cliff Blount, Attorney

Motion: Director Biscoe made a motion to approve the Resolution conditioned on the owner paying the annual fee due December 1, 2008 plus \$12,500 on December 1, 2009 and \$12,500 on December 1, 2010.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: The owner accept the Board's proposal from last week.

ADJOURN

The meeting was adjourned at 1:59 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, DECEMBER 23, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 23, 2008, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AWARD FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES, RFQ NO. Q080199ML, TO THE SOLE RESPONDENT, DELOITTE & TOUCHE.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez made a motion to approve the contract.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 1:47 p.m.

Margaret Gomez, Secretary

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 24, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of December 23 and December 30, 2008.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, DECEMBER 23, 2008**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, December 23, 2008, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AWARD FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES, RFQ NO. Q080199ML, TO THE SOLE RESPONDENT, DELOITTE & TOUCHE.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the contract.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 1:47 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, DECEMBER 30, 2008**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, December 30, 2008, at 12:34 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Gerald Daugherty, Treasurer, was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO APPROVE TWO INVOICES FROM THE WELLNESS BUDGET.

The Board heard from: Harvey Davis, Manager

Motion: Director Eckhardt moved to approve the invoices.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	Absent
Director Gomez	yes
Director Davis	yes

Staff Note: The amounts are \$1,500 (payable to Run Tex) and \$62.75 (payable to HEB).

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE FIRST DRAW REQUEST FROM MEALS ON WHEELS AND MORE UNDER GRANT AGREEMENT.

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve the draw request.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	Absent
Director Gomez	yes
Director Davis	yes

Staff Note: The amount of the draw is \$125,000

ADJOURN

The meeting was adjourned at 12:37 p.m.

Margaret Gomez, Secretary

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 24, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of January 6, January 13, and February 10, 2009.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 6, 2009**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 6, 2009, at 11:05 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
ELECT OFFICERS OF THE CORPORATION.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year except Director Huber is to replace Gerald Daugherty as Treasurer.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 11:07 a.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 13, 2009**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 13, 2009, at 3:57 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
APPROVE NEW SIGNATURE CARDS FOR THE JPMORGAN CHASE
BANK ACCOUNT.**

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve Samuel T. Biscoe, Sarah Eckhardt and Karen Huber as the signors on the bank account.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 3:58 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, FEBRUARY 10, 2009**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, February 10, 2009, at 1:51 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
APPROVE TWO INVOICES FROM THE WELLNESS BUDGET.**

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve the invoices.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: The amounts are \$1,000 (payable to Run Tex) and \$63.53 (payable to Dan Mansour).

ADJOURN

The meeting was adjourned at 1:52 p.m.

Margaret Gomez, Secretary

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY

Work Session _____ Voting Session February 24, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meeting of December 23, 2008.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY DEVELOPMENT AUTHORITY
HELD ON TUESDAY, DECEMBER 23, 2008**

A regular meeting of the TRAVIS COUNTY DEVELOPMENT AUTHORITY Board of Directors was held on Tuesday, December 23, 2008, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AWARD FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES, RFQ NO. Q080199ML, TO THE SOLE RESPONDENT, DELOITTE & TOUCHE.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the contract.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 1:47 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, DECEMBER 23, 2008**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, December 23, 2008, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AWARD FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES, RFQ NO. Q080199ML, TO THE SOLE RESPONDENT, DELOITTE & TOUCHE.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the contract.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 1:47 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, DECEMBER 23, 2008**

A regular meeting of the CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, December 23, 2008, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AWARD FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES, RFQ NO. Q080199ML, TO THE SOLE RESPONDENT, DELOITTE & TOUCHE.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the contract.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 1:47 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, DECEMBER 23, 2008**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, December 23, 2008, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AWARD FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES, RFQ NO. Q080199ML, TO THE SOLE RESPONDENT, DELOITTE & TOUCHE.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the contract.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 1:47 p.m.

Margaret Gomez, Secretary

TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY HOUSING FINANCE CORPORATION
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Work Session _____ Voting Session February 24, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meeting of January 6, 2009.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY DEVELOPMENT AUTHORITY
HELD ON TUESDAY, JANUARY 6, 2009**

A regular meeting of the TRAVIS COUNTY DEVELOPMENT AUTHORITY Board of Directors was held on Tuesday, January 6, 2009, at 11:05 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
ELECT OFFICERS OF THE CORPORATION.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year except Director Huber is to replace Gerald Daugherty as Treasurer.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 11:07 a.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JANUARY 6, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, January 6, 2009, at 11:05 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
ELECT OFFICERS OF THE CORPORATION.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year except Director Huber is to replace Gerald Daugherty as Treasurer.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 11:07 a.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 6, 2009**

A regular meeting of the CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 6, 2009, at 11:05 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
ELECT OFFICERS OF THE CORPORATION.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year except Director Huber is to replace Gerald Daugherty as Treasurer.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 11:07 a.m.

Margaret Gomez, Secretary

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 24, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of January 6 and January 13, 2009.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 6, 2009**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 6, 2009, at 11:05 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
ELECT OFFICERS OF THE CORPORATION.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year except Director Huber is to replace Gerald Daugherty as Treasurer.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 11:07 a.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, JANUARY 6, 2009**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, January 6, 2009, at 11:05 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
ELECT OFFICERS OF THE CORPORATION.**

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year except Director Huber is to replace Gerald Daugherty as Treasurer.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 11:07 a.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 13, 2009**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 13, 2009, at 3:57 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
APPROVE NEW SIGNATURE CARDS FOR THE JPMORGAN CHASE
BANK ACCOUNT.**

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve Samuel T. Biscoe, Sarah Eckhardt and Karen Huber as the signors on the bank account.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 3:58 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, JANUARY 13, 2009**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, January 13, 2009, at 3:57 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO REQUEST TO
APPROVE NEW SIGNATURE CARDS FOR THE JPMORGAN CHASE
BANK ACCOUNT.**

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve Samuel T. Biscoe, Sarah Eckhardt and Karen Huber as the signors on the bank account.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 3:58 p.m.

Margaret Gomez, Secretary