

Travis County Commissioners Court Agenda Request

Meeting Date: March 17, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

APPROVE PROCLAMATION RECOGNIZING MR. JIM NIXON AND HIS MANY YEARS OF SERVICE TO THE MANCHACA VOLUNTEER FIRE AND RESCUE DEPARTMENT AND EMERGENCY SERVICES DISTRICT #5 BOARD

C. Sponsor: *Karen Haber*
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.

Revised

Travis County Commissioners Court



Proclamation

WHEREAS, Jim Nixon devoted 34 years to the Manchaca Volunteer Fire Department and then to its successor, the Manchaca Volunteer Fire and Rescue Department and rose from entry level firefighter to Captain during his career;

WHEREAS, Mr. Nixon was voted as Officer of the Year by the Manchaca Volunteer Fire and Rescue and as Volunteer of the Year by the VFW;

WHEREAS, Mr. Nixon has served with distinction as a board member of Emergency Services District #5 for 12 years;

WHEREAS, Mr. Nixon served as a treasurer of MVFD for 29 years and was instrumental in combining Fire and EMS in Manchaca which brought major improvements in cost and service;

WHEREAS, Outside of his incredible work, Mr. Nixon also served as a volunteer for the Austin Police Department and for other community organizations; and

WHEREAS, Jim's incredibly supportive wife, Pat, has been a treasured partner and they are the love of each other's lives.

NOW, THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT, THAT ALL CITIZENS OF TRAVIS COUNTY, ESPECIALLY THOSE RESIDING IN ESD #5 ARE URGED TO RECOGNIZE CAPTAIN JIM NIXON FOR HIS COMMITMENT AND DEDICATION TO THE SAFETY OF INDIVIDUALS AND FAMILIES OF THE COMMUNITY OF MANCHACA, AND

JOIN IN SUPPORT OF THE BRAVE MEN AND WOMEN WHO HAVE CHOSEN THE NOBLE PROFESSION OF EMERGENCY SERVICES PERSONNEL.

SIGNED AND ENTERED THIS _____ DAY OF MARCH, 2009.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN L. HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

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BUDGET AMENDMENTS AND TRANSFERS

FY 2009

COUNTY JUDGE'S OFFICE

09 MAR 10 AM 11:28
3/17/2009

TRANSFERS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	3725	563	0701	Sheriff	Reg Salaries-Permnt Empl		\$ 23,000	1
	001	3725	563	9001	Sheriff	Co. Contribution to Grant	\$ 23,000		



GREG HAMILTON
TRAVIS COUNTY SHERIFF


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

JAMES SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

TO: William Derryberry, Planning and Budget Office
FROM: Michael G Hemby 783, Research and Planning 
SUBJECT: Funds Transfer to County Contribution to Grant Line Item
DATE: February 24, 2009

The Travis County Sheriff's Office requests authorization to transfer \$23,000 from our current salary line item in the law enforcement bureau to our county contribution to grant line item to cover salaries in that line item.

The contribution line item supplies required matching fund for our Family Violence and Auto Theft grants. The line item is estimated in the budget prior to actual funding awards from these grants and thus generally has to be adjusted each year to match the actual funding source and required grant. We will internally fund this requirement and are working with PBO to do the same for the FY 10 budget.

These two grants supply personnel to address their two programmatic areas and have shown to be very successful over the many years that we have had them. While the grant match has fluctuated over the years, the majority of the funding source for these two programs remains to be the state or federal granting agencies from which we receive support.

Again, this is a technical correction to make sure that our financial books are clean and in proper order and thus we solicit your approval.

If you have any questions please feel free to contact my office at 854-4924.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

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

DATE: March 9, 2009

SUBJECT: Sheriff's Office County Contribution to Grant Line Item Transfer

The Sheriff's Office is requesting a transfer of \$23,000 from their Law Enforcement personnel line item (001-3725-563-0701) to balance their County Contribution to Grant line item (001-3725-563-9001) matching fund requirement for their share of the Family Violence and Auto Theft grants. The current funding for this line-item is budgeted at \$115,031 and this internal transfer would increase it to \$138,031. The Sheriff's Office will increase this funding to \$140,031 within their FY 10 Target Budget to accommodate this change. Please see the attached memorandum from the Sheriff's Office for further information.

PBO concurs with this request by the Sheriff's Office for this transfer of \$23,000 to balance the County Contribution to Grant line item for the balance of FY 09. Further, PBO notes that this increase will be included within their FY 10 Target Budget amount.

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

Cc: Sheriff Greg Hamilton
Michael Hemby, Manager, Research & Planning, TCSO
Francisco Ordaz, Finance Director, TCSO
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Manager, PBO

Budget Adjustment: 15166

Fyr _ Budget Type: 2009-Reg

Author: 37 - WEDHORN, MARIA

Created: 3/4/2009 1:45:07 PM

PBO Category: Transfer

Court Date: Tuesday, Mar 17 2009

Dept: SHERIFF

Just: CommCodeRq

FVPT Grant 38% shortage absorbed in Gen. Fund

From Account	Acct Desc	Project	Proj Desc	Amount
001-3725-563-0701	REG SALARIES-PERMNT EMPL			23,000
				23,000
To Account		Project		Amount
001-3725-563-9001	CO. CONTRIBUTION TO GRANT			23,000
				23,000

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	3/4/2009 1:45:27 PM
DepOffice	37	MARIA WEDHORN	3/4/2009 1:45:27 PM

Ernest Keltis
3/10/09

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

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
\$52,730	HHS	3/4/09	Fund new Social Worker in FY 10
\$4,920,448	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)

\$1,684,083 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Last Updated 3-12-09 at 3:55pm

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
(\$500,000)	Sheriff	2/24/09	Software Purchase
(\$68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.

\$2,341,298 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)

\$2,215,798 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			Beginning Balance
(\$215,000)	HHS	11/25/08	Workforce Development RFS
(\$22,270)	HHS	3/4/09	Fund new Social Worker in FY09
(\$52,730)	HHS	3/4/09	Fund new Social Worker in FY10
\$110,000 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
(\$6,391)	Auditor	3/4/09	Printer and Shredder
(\$2,970)	Auditor	3/4/09	Software
(\$4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
\$570,257 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
(\$63,124)	ITS	2/19/09	Security Analyst FTE
\$17,971 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
(\$4,596)	Purchasing	2/26/09	Furniture Purchase
\$153,976 Current Reserve Balance			

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

COUNTY JUDGE'S OFFICE

Please consider the following item for:
03-17-09

09 MAR 10 AM 11:28

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) New grant contract with the Capital Area Council of Governments for Transportation and Natural Resources to utilize a sustainable system for composting food wastes at the Del Valle facility.
- b) Grant contract amendment with the Office of the Governor's Criminal Justice Division for the Juvenile Probation Department to amend the FY 08 Residential Substance Abuse Treatment (RSAT) Grant to deobligate \$240 of unspent funds and close the grant.

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

3/17/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
 FY 2009

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	FTEs	Notes	Page #
Contracts							
<i>a</i>	49 Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	9/05/08 - 7/31/09	\$28,653			1	8
<i>b</i>	45 Residential Substance Abuse Treatment	10/1/07 - 9/30/08	\$109,356	\$36,452	2	1	48

Notes:

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

FY 2009 Grants Summary Report
Outstanding Grant Applications

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

Dept	Name of Grant	Grant	County	FTEs	Cm. Ct.
		Amount	Match		Approval
		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
45	Parent Project	\$31,110			2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry	\$14,386			2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000			3/3/2009
55	BJA Justice and Mental Health Collaboration Program	\$200,000	\$50,000	2	3/10/2009
45	FY 10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)	\$200,000	\$50,000	2	3/10/2009
		\$1,647,229	\$514,709	29.89	

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FY 2009 Grants Approved by Commissioners Court

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

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

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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 Transmission)			\$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
		<u>\$6,111,011</u>	<u>\$1,170,701</u>	<u>\$124,000</u>	<u>29.25</u>	

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

CR

58	Oncor Weatherization Project Amendment One	\$32,259				2/24/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$66,077				2/24/2009
<hr/>						
Total Outstanding		\$ 596,442	\$ 142,560			9.75

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	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 type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Transportation & Natural Resources
Contact Person:	Melinda Mallia
Title:	Environmental Project Manager
Phone Number:	854-4460

Grant Title:	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program		
Grant Period:	From:	9/05/08	To: 7/31/09
Grantor:	Capital Area Council of Governments		

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:	28,653			0		28,653
Capital Equipment:						0
Indirect Costs:						0
Total:	28,653	0	0	0	0	28,653
FTEs:						0.00

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Measures For Grant						
Reduce # of waste dumpster pulls per week at Del Valle Jail by 50%	9					4.5 dumpster pulls
Compost 9,000 lbs of food wastes per month from Del Valle Jail	0 lbs					9,000 lbs/month.

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

PBO Recommendation:

PBO concurs *A*

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

Grant funds will be utilized to establish a sustainable system for composting food wastes from the kitchen and cafeteria at Del Valle. The facility currently disposes of approximately 9,000 lbs of food waste per month at the landfill. The grant would pay for one year of contracted services, providing a 20-yard container for food waste and hauling the wastes to a composting facility one time per week. Funds are requested for electrical work and supplies to set up the program, such as pails, large roll-around containers, a ladder.

Charles Williams, TNR Conservation Coordinator, will work with the Sheriff's Office and Del Valle staff to develop a system for separating waste at the Del Valle Jail that can be operated efficiently in the long term at a cost that is equal or less than landfill disposal rates. He will assist with troubleshooting, and replacing non-compostable items, such as plastic tray liners and food cups, with products that can be composted.

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

The County is required to report on project results at least one year after the grant closes. There is an expectation that the County will make every effort to continue composting rather than sending food waste to the landfill after the project ends.

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

No match is required. Staff time and county facilities will serve as an in-kind match.

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

Indirect costs will be borne as an in-kind match. While indirect costs are allowable under this program, they tend to increase the cost of the project and reduce competitiveness. The scoring committee has a general expectation that the county will bear these costs as its own contribution to the project.

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

No. The program should continue after the grant ends, with little or no additional revenue required. The goal of the program is to set up a system that offsets increased costs for food waste collection and composting with decreased costs for waste disposal at the landfill.

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

This is not a new program, but the project is part of a renewed effort to reduce waste disposal at regional landfills.

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 project will support departmental goals for recycling, waste reduction and environmental protection.



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) 854-9436

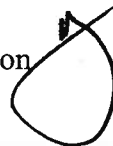
March 5, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: CAPCOG FY09 Solid Waste Grant Application
Del Valle Jail Food Waste Composting



Agenda Item: Consider and take appropriate action on grant contract with the Capital Area Council of Governments (CAPCOG), providing funds to implement a food waste composting project at the Del Valle Jail.

Summary and Staff Recommendation: Grant funds were requested to establish a sustainable system for composting food wastes from the kitchen and cafeteria at Del Valle. The facility disposes of approximately 9,000 lbs of food waste per month at the landfill.

The grant will pay for contracted services to place a 20-yard container designed to hold food wastes and haul it to a composting facility one time per week through August 31, 2009. This is expected to reduce the number of dumpster hauls to the landfill by a minimum of 50%. If awarded, grant funds will also be used to purchase supplies, such as pails, large roll-around containers, a ladder, and an electrical installation to the container site.

The goal of the project is to develop a new system for separating wastes at the Del Valle Jail that can be sustained without increasing staff time or budgets after the grant terminates. The project will address odor and runoff problems from waste containers at the facility. TNR staff will assist the Sheriff's Office and Del Valle staff with troubleshooting the system and locating compostable items to replace plastic tray liners and food cups that are thrown in the regular trash.

Staff recommends approval.

Budgetary and Fiscal Impact: The grant has a positive fiscal impact. No cash match is required. Indirect costs and personnel time will be used as an in-kind match.

Required Authorizations: Jessica Rio, PBO

Exhibits: Grant Application

MSM:JPG:msm

CAPCOG FY09 Composting Grant

cc: Christopher Gilmore, CA
Julie Joe, CA
Jessica Rio, PBO
Michelle Gable, Auditor
Lt. Bucky Eacret, SO
Sgt. Jacqueline Welch, SO
Michael Hemby, SO
Jon White, TNR
Sydnia Crosbie, TNR
Charles Williams, TNR
Melinda Mallia, TNR

CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL CONTRACT FOR FY2009 SOLID WASTE EQUIPMENT AND SERVICES

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBCONTRACTOR) each certifies that it has authority to perform this Contract under Chapter 391 of the Local Government Code, and Chapter 361 of the Health and Safety Code.

This Solid Waste Interlocal Contract is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this agreement.

I. CONTRACTING PARTIES:

Contractor: Capital Area Council of Governments

Subcontractor: Travis County

Contract #: 09-12-G20

Award: \$28,653

II. SERVICES TO BE PERFORMED:

See Attachment B – “Work Program of SUBCONTRACTOR”

See Attachment C – “Schedule of Deliverables from SUBCONTRACTOR”

III. BUDGET AND PAYMENT PROCEDURES:

See Attachment D – “Budget and Authorizations”

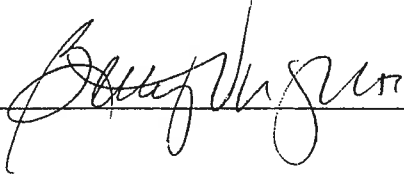
IV. ADDITIONAL CONTRACT PROVISIONS:

See Attachment A – “Special Contract Provisions

See Attachment E – “General Contract Provisions”

CONTRACTING PARTIES

CONTRACTOR: Capital Area Council of Governments (CAPCOG)

SIGNATURE: 

NAME: Betty Voights

TITLE: Executive Director

DATE: 9-5-08

SUBCONTRACTOR: Travis County

SIGNATURE: _____

NAME: Hon. Sam Biscoe

TITLE: County Judge

DATE: _____

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ATTACHMENT A Special Contract Provisions

Article 1: Period of Performance

The period of performance of this Solid Waste Interlocal Contract (hereafter, the Contract) begins on the date that it is executed on behalf of CAPCOG and ends, unless sooner terminated under Attachment E, on **July 31, 2009**. The SUBCONTRACTOR has from the time the Contract is executed to the ending date shown above to complete the tasks as shown in Attachment B of this Contract. The SUBCONTRACTOR may request in writing a time extension, but CAPCOG is not obligated to provide the time extension.

Article 2: Scope of Services

All parties agree that Travis County, in consideration of compensation hereinafter described, shall provide as specifically described in the Special and General Provisions of this Solid Waste Interlocal Contract, the services of: Source Reduction and Recycling.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon budget in an amount not to exceed \$ 28,653 as detailed in Attachment D, Article 3 of this Contract.

Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and recovery of any unexpended or inappropriately expended funds.

Article 3: CAPCOG Obligations

(a). Consideration

In consideration of full and satisfactory performance hereunder, CAPCOG will be liable to SUBCONTRACTOR in an amount equal to the allowable costs defined in OMB Circular No. A-87 and incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. CAPCOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Attachment D, which outline the standards which shall apply to the SUBCONTRACTOR'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TCEQ.
2. CAPCOG is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Contract which have not been billed to CAPCOG within thirty (30) days following termination of this Contract.

3. CAPCOG is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this Contract or after termination of this Contract.
4. Except as specifically authorized by CAPCOG in writing, CAPCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular No. A-87. CAPCOG is not liable for expenditures made in violation of Attachment D, Article 2 of this Contract.

(b). Additional Documentation and Financial Monitoring Program

1. **Financial Monitoring Program.** The SUBCONTRACTOR will adhere to the following financial monitoring requirements in order to receive reimbursement for authorized expenditures and to ensure that the expenditures incurred were reasonable and necessary to the project.

- i) Payments to the SUBCONTRACTOR will be made only on a reimbursement basis. To receive reimbursement the SUBCONTRACTOR must submit the following:
 - a) Reimbursement Request Form
 - b) Copies of checks
 - c) Copies of invoices
 - d) List of bid responses for purchases over \$5,000 up to \$15,000
 - e) Copy of RFP and list of RFP responses (if applicable)
 - f) Equipment inventory information (if applicable)
- ii) If the SUBCONTRACTOR does not have a Purchasing Policy that complies with state law, the SUBCONTRACTOR must adhere to the general provisions of CAPCOG's Purchasing Policy, which are outlined below:
 - a) Purchases over \$10,000 must be approved by the organization's governing body (i.e. school board, city council, and commissioner's court)
 - b) Purchases above \$25,000 require formal competitive sealed bids
 - c) Purchases between \$5,000 and \$25,000 require informal bids (at least three written quotes) and must be approved by the governing body
 - d) Purchases between \$2,500 and \$4,999 require informal bids (at least three written quotes)
 - e) Purchases between \$300 and \$2,499 require at least three verbal quotes
 - f) Purchase less than \$300 do not require quotes
 - g) Split purchases to avoid bidding requirements will not be allowed
 - h) Cumulative purchases of like items through the fiscal year could be considered circumvention of the policy if it was reasonable to anticipate the purchases in advance.

Note: The use of State Contract items can eliminate the need for many of the bidding requirements. However, purchases over \$10,000 still require approval of the organization's governing body.

- iii) The SUBCONTRACTOR is allowed to account for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Contract, a cost must have been incurred and either paid by the SUBCONTRACTOR prior to claiming reimbursement from CAPCOG or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than thirty (30) days after the end of that time period.
 - iv) CAPCOG will review all materials provided by the SUBCONTRACTOR with a request for reimbursement, and will not make a reimbursement payment unless all required items listed under Article 3 (b)1(i) of this Attachment have been provided and are deemed to be accurate.
 - v) CAPCOG shall reimburse or otherwise make payment to the SUBCONTRACTOR only for expenses incurred during the term of the Contract between CAPCOG and the SUBCONTRACTOR.
 - vi) CAPCOG will not reimburse or otherwise make payment to the SUBCONTRACTOR for an expenditure that is not authorized under this Contract. If it is determined by either CAPCOG or the TCEQ that an expenditure that was reimbursed is not an authorized expense, CAPCOG shall request return and reimbursement of those funds from the SUBCONTRACTOR or, where appropriate, the application of those funds to other authorized expenses, and shall not provide additional reimbursements to the SUBCONTRACTOR until the funds are returned or are applied to other authorized expenses.
2. **Documentation required.** In general, expenditure documentation to be maintained by the SUBCONTRACTOR should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Contract. Documents that should be maintained, as appropriate for the expense, include but are not limited to the following:
- i) **Salary/Wages** – Time sheets that have been signed and approved.
 - ii) **Travel** – Documentation which, at a minimum, is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc.
 - iii) **Equipment** – Purchase orders, invoices, and canceled checks.
 - iv) **Supplies** – Purchase orders (if issued), invoices, and canceled checks.
 - v) **Contractual** – All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.
3. **Additional Documentation.** If requested by CAPCOG, the SUBCONTRACTOR agrees to provide to CAPCOG the additional expense records and documentation materials, as listed

in Section (b) 2 of this Article and appropriate for the expense, for the time period requested by CAPCOG, except that the SUBCONTRACTOR will not be asked to submit records that have already been provided to CAPCOG with a Financial Status Report. CAPCOG will provide reasonable time for the SUBCONTRACTOR to comply with a request for additional records. If CAPCOG requests to review additional records to be provided by the SUBCONTRACTOR under CAPCOG's financial monitoring program, CAPCOG will review those records and provide the SUBCONTRACTOR a written summary of the findings of that review. CAPCOG will also allow the SUBCONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

(c). **SUBCONTRACTOR Close Out Report**

No later than thirty (30) days following the termination of this Contract, SUBCONTRACTOR must submit to CAPCOG final Progress Reporting and Reimbursement Request Forms, which indicates that the reports are the "Final Reports." If all expenditures have been completed before the end of the Contract, SUBCONTRACTOR shall submit a final Progress Reporting Form, indicating project completion. SUBCONTRACTOR shall also submit a final Results Tracking Form one year after the termination of the biennium under which funding was received.

(d). **Independent Contractor**

SUBCONTRACTOR is not an employee or agent of CAPCOG, but provides goods and performs services under this Contract solely as an independent contractor.

Article 4: Reporting Requirements

(a). The SUBCONTRACTOR shall prepare and submit to CAPCOG progress reports as designated in Attachment C of this Contract. These reports concern the performance under this Contract documenting program accomplishments and units of work performed under Attachment B of this Contract. These progress reports, to be submitted by the SUBCONTRACTOR, shall include:

1. **Progress Reporting Form** which documents the progress and completion of tasks and includes the Results Tracking Form.
2. **Reimbursement Request Form** which will be used to request reimbursement and will require sufficient backup documentation. Reimbursement requests may be submitted at any time during the grant period, but must be submitted at least as often as required under Attachment C Schedule of Deliverables. Requirements for reimbursement requests are detailed under Subsection (b) of Article 3.

Payments (reimbursements) required under this Contract will be withheld by CAPCOG until such time as any past due progress reports are received.

(b). The SUBCONTRACTOR progress reports required under Subsection (a) of Article 4 contain descriptions of activities and costs for CAPCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be

clearly detailed in the quarterly progress reports in order to assure CAPCOG that the activities are not prohibited under Attachment D Article 2 of this Contract (relating to Supplemental Funding Standards). The SUBCONTRACTOR shall comply with any reasonable request by CAPCOG for additional information on activities conducted in order for CAPCOG to adequately monitor the SUBCONTRACTOR's progress in completing the requirements of and adhering to the provisions of this Contract.

- (c). The SUBCONTRACTOR will certify in writing to CAPCOG through a final progress report, the satisfactory completion of all activities and deliverables required under this Contract. The final progress report shall consist of the forms described in Section A of this Article 4.
- (d). The SUBCONTRACTOR shall maintain the information required by the forms listed in Part (a) of this Section so that a follow-up results report can be prepared. **The SUBCONTRACTOR shall provide CAPCOG with a follow-up Progress Reporting Form to be due approximately September 2010** so that CAPCOG can report to the TCEQ the results of the projects funded under this Contract.
- (e). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.
- (f). The SUBCONTRACTOR shall maintain documentation on the results of the project activities for the life of the program or activity.
- (g). The reporting requirements of this Article 4 survive the ending or early termination of this Contract.

Article 5: Monitoring Requirements

- (a). CAPCOG may periodically monitor SUBCONTRACTOR for:
 - 1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 - 2. The administrative and operational effectiveness of the project.
- (b). CAPCOG shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

Article 6: Title To and Management of Real Property and Equipment

- (a). Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement by the SUBCONTRACTOR will vest upon acquisition or construction in CAPCOG or the SUBCONTRACTOR respectively.

- (b). Subject to the provisions of this Agreement, and as otherwise provided by state statutes, property acquired or replaced under this Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.
- (c). The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the SUBCONTRACTOR under this Agreement.
- (d). The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to the FUNDING AGENCY for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.
- (e). The SUBCONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the SUBCONTRACTOR is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBCONTRACTOR must meet the requirements set forth in this Section.
 - 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 2. A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.
 - 3. Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the SUBCONTRACTOR should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing.

- (f). The SUBCONTRACTOR may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
- (g). The SUBCONTRACTOR agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$1,000 or more is no longer needed for the originally authorized purpose, CAPCOG has the right to require disposition of the property by the SUBCONTRACTOR in accordance with the provisions of this Article.
- (h). When, during the useful life of property acquired with grant funds under this Agreement by the SUBCONTRACTOR and with a current per-unit fair market value of \$1,000 or more, the property is no longer needed for the originally authorized purpose, SUBCONTRACTOR agrees to request disposition instructions from the CAPCOG or, if CAPCOG is no longer administering a Regional Solid Waste Grants Program, the TCEQ. CAPCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the SUBCONTRACTOR. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where SUBCONTRACTOR fails to take appropriate disposition actions, CAPCOG may direct SUBCONTRACTOR to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.
 1. Retain title, sell, or otherwise disposed of with no obligation to compensate CAPCOG.
 2. Retain title after compensating CAPCOG. If CAPCOG is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.
 3. Sell the property and compensate CAPCOG. If CAPCOG is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying CAPCOG's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When SUBCONTRACTOR is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

4. Transfer title to CAPCOG or to a third-party designated/approved by the TCEQ. If the SUBCONTRACTOR participated financially in the original purchase of the property, the SUBCONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.
 - i) Items of property with a current per-unit fair market value of less than \$1,000 may be retained, sold or otherwise disposed of by the SUBCONTRACTOR with no further obligation to CAPCOG. Methods used to determine per-unit fair market value must be documented, kept on file and made available to CAPCOG and the TCEQ upon request.

Article 7: Compliance with Applicable Laws

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this Contract including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or CAPCOG observes that this Contract is at variance, the observing party shall promptly notify the other party in writing, and any necessary changes shall be addressed by appropriate Contract modification. On request, the SUBCONTRACTOR shall furnish CAPCOG modification. The main governing standards include, but may not be limited to the following:

- (a). Section 361.014, TEX. HEALTH & SAFETY CODE ANN;
- (b). Section 330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330); and
- (c). The Uniform Grant and Contract Management Act, Chapter 783 of the TEX. GOV'T CODE ANN, and the Uniform Contract Management Standards, 1 Texas Administrative Code Section 5.141 et. seq. (UGMS).

Article 8: Authorized Representatives

- (a). CAPCOG hereby designates the person named in Exhibit A-1, Project Representative, to this Attachment A, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. CAPCOG Project Representative shall not be deemed to have authority to bind CAPCOG in Contract unless the Executive Director of CAPCOG has delegated such authority in writing.
- (b). Immediately upon execution of this Contract, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR as Project Representative. The SUBCONTRACTOR's Project Representative shall be deemed to have authority to bind the subcontractor in Contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR's Project Representative with respect to the administration of the Contract.
- (c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

- (d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with CAPCOG. If the project representative will be absent during the term of this Contract, the SUBCONTRACTOR shall designate an alternate that will be available to consult with CAPCOG.

Exhibit A-1

The Capital Area Council of Governments hereby designates the individual below as the person to give direction to the SUBCONTRACTOR as Project Representative of CAPCOG:

Name: Kelly Freeman
Title: Solid Waste Program Coordinator
Address: 6800 Burleson, Bldg 310, Ste 165
Austin, TX 78704
Phone: (512) 916-6040
Fax: (512) 916-6001
E-mail: kfreeman@capcog.org

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:

(Please complete all of the following information)

Name: Charles Williams
Title: Conservation Coordinator
Address: P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-4496
E-mail: charles.williams@co.travis.tx.us

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:

314 W. 11th, 2nd Floor
Austin, Texas 78701

ATTACHMENT B
Work Program of SUBCONTRACTOR

Task 1: Purchase food waste containers for Del Valle facilities
Person: Charles Williams
Deadline: December 2008

Task 2: Develop and implement food waste separation program at Del Valle facilities
Person: Charles Williams
Deadline: July 2009

Task 3: Attend US Composting Council Conference
Person: Charles Williams
Deadline: February 2009

ATTACHMENT C

Schedule of Deliverables from SUBCONTRACTOR

REQUIRED REPORTS

Report	Reporting Period	Due Date
Report #1 Progress, Results, Reimbursement	Sept. 2008 – Dec. 31, 2008	Jan. 31, 2009
Report #2 Progress, Results, Reimbursement	Sept. 2008 – July 31, 2009	Aug. 15, 2009
Report #3 Results Only	Sept. 2008 – Aug. 31, 2010	Sept. 15, 2010

NOTE: Additional Reimbursement Requests may be submitted at any time during the grant period, as needed. For the purposes of preparing progress and results reports, it is suggested that the SUBCONTRACTOR maintain the Results Tracking Form on a monthly basis.

Please see **Attachment A Article 4** for forms that are due at the above due dates. The reporting forms will be sent to the SUBCONTRACTOR after this Contract becomes effective.

ATTACHMENT D SUBCONTRACTOR Budget and Authorizations

Article 1: Expense Category Standards

In addition to the other standards and requirements of this Agreement, the definitions and requirements set forth in Sections (a) – (h) of this Article shall apply to the SUBCONTRACTOR's use of funds provided under this Agreement and assignment of expenses to the expense categories of the budget set forth in Attachment D Article 3 of this Agreement.

- (a). **Personnel.** In accordance with §391.0117 of the Local Government Code, as amended by the 76th Legislature, the SUBCONTRACTOR shall utilize the Salary Administration Provisions and Schedules, and Position Classification Schedules applicable to state agencies for all salaries of employees of the SUBCONTRACTOR funded under this Agreement.
 - 1. The SUBCONTRACTOR's employee positions covered in this Agreement are set forth in Detailed Budget Sheet 2 of the grant application. Any change in employee position constitutes a minor amendment pursuant to Article 9 of the General Provisions (Attachment E) of this Agreement.
- (b). **Travel.** The SUBCONTRACTOR shall comply with state travel regulations as required by §391.0115 of the Local Government Code, for all of the SUBCONTRACTOR's travel expenses to be reimbursed with funds provided under this Agreement as set forth in this Section.
 - 1. The SUBCONTRACTOR shall obtain prior written authorization from CAPCOG for reimbursement under this Agreement of any travel outside of the State of Texas.
 - 2. Except as provided for under Subsection 1 of this Section, the SUBCONTRACTOR shall obtain prior written authorization from CAPCOG for reimbursement from the travel expense category of the budget set forth in Attachment D Article 3, of any travel expenses for persons not employed by the SUBCONTRACTOR, and for travel by any employee not included in Detailed Budget Sheet 2 of the grant application.
- (c). **Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment D Article 3, shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the SUBCONTRACTOR in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.
 - 1. Non-routine expenditures of goods and materials, not falling under the definition of Equipment under Section (d). of these Program Conditions, shall be charged to the Other expense category.
- (d). **Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment D Article 3, shall be for non-construction related, tangible, personal property

having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year.

1. No purchases of equipment to be charged to the equipment expense category of the budget set forth in Attachment D Article 3, shall be allowed under this Agreement unless approved ahead of time, in writing, by CAPCOG. Approvals for equipment purchases in conjunction with COG-managed projects shall be included with the overall approvals for those projects.
2. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project. The special conditions and requirements set forth in the grant agreement (relating to Title to and Management of Equipment and Constructed Facilities), also apply to equipment purchased with pass-through grant funding.

(e). Construction. Expenses included under the Construction expense category of the budget set forth in Attachment D Article 3, shall be for costs related to projects, administered by the SUBCONTRACTOR, concerned with the enhancement or building of permanent facilities.

1. Expenses budgeted under the construction expense category of the budget set forth in Attachment D Article 3, should be for costs related to the enhancement or building of permanent facilities. Appropriate costs to include under the Construction expense category are set forth in this Section.
 - i) The cost of planning the project.
 - ii) The cost of materials and labor connected to the construction project.
 - iii) The cost of equipment attached to the permanent structure.
 - iv) Any subcontracts, including contracts for services, which are performed as a portion of the project administered by the SUBCONTRACTOR.
2. No expenditures under the Construction expense categories of the budget set forth in Attachment D Article 3, shall be allowed under this Agreement unless approved ahead of time, in writing, by CAPCOG.

(f). Contractual Expenses. Expenses included under the Contractual expense category of the budget set forth in Attachment D Article 3, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the SUBCONTRACTOR as set forth in the Section.

1. No contractual expenses included under the contractual expenses category of the budget set forth in Attachment D Article 3, shall be allowed under this Agreement unless such contracts' scope of work has been approved ahead of time, in writing, by CAPCOG.
2. Any amendment to the SUBCONTRACTOR's subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required CAPCOG pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in these Program Conditions, must be approved in writing by CAPCOG.

3. All applicable laws and regulations concerning bidding and contracting for services shall be followed.
- (g). **Other Expenses.** All expenses under the Other expense categories of the budget set forth in Attachment D Article 3, shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the Other expense category if appropriate for the proposed project as set forth in this Section.
1. No expenses under the Other expense category including computer hardware or software purchases not included under the Equipment expense category, shall be eligible for reimbursement under this Agreement unless approved ahead of time, in writing, by CAPCOG.
 2. Subcategories of Other expenses for which prior authorization, as described in Subsection 1. of this Section, is not required are set forth in this Section.
 - i) Books and reference materials.
 - ii) Dues and membership fees for the SUBCONTRACTOR's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, unless listed in Detailed Budget Sheet 8 of the grant application, must be approved individually, in writing, by CAPCOG).
 - iii) Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement.
 - iv) Postage, telephone, FAX, and utilities expenses.
 - v) Printing and reproduction expenses.
 - vi) Advertising and public notices.
 - vii) Registration fees and other staff training costs (fees and training costs for persons not employed by the SUBCONTRACTOR, unless listed in Detailed Budget Sheet 8 of the grant application, must be approved individually by CAPCOG).
 - viii) Repair and maintenance costs.
 - ix) Office furniture, not falling under the definition of equipment under Attachment D Article 1 of the Agreement.
 - x) Space and equipment rentals.
 - xi) Signs.
 - xii) Additional Other expenses listed in Detailed Budget Sheet 8 of the grant application.
 3. The SUBCONTRACTOR shall ensure that expenditures charged under the Other expense category are not also included within the expenses reimbursed through the Indirect Costs category.
- (h). **Indirect Cost Rates.** Notwithstanding this section or any other part of this Agreement, the SUBCONTRACTOR shall comply with all provisions of §391.0115 of the Texas Local Government Code relating to the restrictions on commission costs, and shall advise CAPCOG in writing in the event such compliance will necessitate a reduction or other change to the indirect cost rate(s) set forth in the budget portion of this Agreement. The SUBCONTRACTOR

shall comply with all requirements and rules to be adopted by the Office of the Governor pursuant to §391.009 of the Texas Local Government Code relating to the operations and oversight of Regional Planning Commissions.

Article 2: Supplemental Funding Standards

In addition to the standards set forth in applicable laws and regulations, the standards outlined below apply to all uses of the funds provided under this Agreement. Unless authorization is otherwise specifically provided for in or under the terms of this Agreement, the use of funds provided under this Agreement shall be in accordance with the supplemental funding standards set forth in this Article.

1. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
2. **Land Acquisition Costs.** Funds provided under this Agreement may not be used to acquire land or an interest in land.
3. **Municipal Solid Waste-Related Programs Only.** Funds provided under this Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.
4. **Programs Solely Related to Collection of Certain Wastes.** Funds provided under this Agreement may not be used for programs and activities solely related to the management of automotive wastes, to include: scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other similar wastes excluded from disposal in MSW landfills. Funds may also not be used for the processing of scrap tires, such as through the purchase of equipment to shred or split the tires. However, collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.
5. **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds provided under this Agreement may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category, to include citizens' collection stations, and small registered transfer stations.
6. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of biosolids for

beneficial use. The applicant should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

7. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.
8. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.
9. **Supplanting Existing Funds.** Funds provided under this Agreement may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are not eligible for grant funding. This provision does not apply to the salaries for staff of the SUBCONTRACTOR in its conduct of activities under this Agreement.
10. **Food/Entertainment Expenses.** Funds provided under this Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. **Use of Alcoholic Beverages.** Funds provided under this agreement may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. **Funds to Law Enforcement Agencies.** Funds provided under this Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

Article 3: SUBCONTRACTOR's Authorized Budget

GRANT BUDGET SUMMARY	
Budget Categories	CAPCOG Solid Waste Grant Funding
1. Personnel (Salary)	\$0.00
2. Fringe Benefits	\$0.00
3. Travel	\$820.00
4. Supplies (unit cost of less than \$1,000)	\$0.00
5. Equipment (unit cost of \$5,000 or more)	\$0.00
6. Construction	\$0.00
7. Contractual (other than for construction)	\$22,568.00
8. Other	\$5,265.00
9. Indirect charges	\$0.00
TOTAL	\$28,653.00

10. Fringe Benefit Rate:	0%
11. Indirect Cost Rate:	0%

1. Personnel (Salary)				
Position	Function	Monthly Salary	%FTE	
				\$0.00
				\$0.00
				\$0.00

3. Travel		
Position	Purpose of travel	
Charles Williams	Attend US Composting Council Conferenc	\$820.00
	Houston, TX - January 2009	\$0.00
		\$0.00

4. Supplies	
Type of Supplies	
	\$0.00
	\$0.00
	\$0.00

5. Equipment				
Equipment	Model	Unit Cost	No. of Units	
		\$0.00	0	\$0.00
		\$0.00	0	\$0.00
		\$0.00	0	\$0.00

6. Construction		
Type of Construction	Sub-Contracted (Y/N)	
		\$0.00
		\$0.00
		\$0.00

7. Contractual		
Contractor	Purpose	
TBD	Weekly hauling of enclosed 20-yard container	\$22,568.00
		\$0.00
		\$0.00

8. Other		
Type Other	Description	
Recycling Bins	50 Plastic food waste pails @ \$15 each	\$750.00
Recycling Bins	20 60-gallon food waste containers @ \$175 each	\$3,500.00
Other Equipment	Step ladder for dumping pails into 20-yd container	\$400.00
Training / Registration	Registration for US Composting Council Conference	\$365.00
Additional Other	Membership - US Composting Council, C. Williams	\$250.00

* Regardless of the amounts included in the fringe and indirect budget categories, the charges to those categories may not exceed the rates shown and authorized herein. If desired, the COG will have the opportunity to request changes to the indirect rate based on the approval of a *new* indirect cost rate for the period of the contract term. TCEQ accepts an approval granted by the COG's Federal Cognizant Agency or State Coordinating Agency, for a new indirect cost rate which is based on a recent, independently performed audit that specifically examines and reports the indirect cost rate for the accounting period covered by the grant contract. Indirect charges must conform to §391.0115(e), Local Government Code.

ATTACHMENT E General Contract Provisions

Article 1: Legal Authority and Indemnification

The SUBCONTRACTOR warrants and assures CAPCOG that it possesses adequate legal authority to enter into this Contract. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Contract and bind the SUBCONTRACTOR to the terms of this Contract and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of Section 361.014 of the Texas Health and Safety Code, Title 30 Texas Administrative Code section 330.569, to the provisions of section 330.59 of the TNRCC Municipal Solid Waste Regulations, this agreement and the Uniform Grant Management Standards ("UGMS").

Indemnification

- (a) **To the extent allowed by Texas law**, SUBCONTRACTOR agrees at its own expense to defend CAPCOG and TCEQ, their governing body members, officers, employees, and agents, against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), arising out of any act or omission of SUBCONTRACTOR's governing body member, officer, employee, or agent under this Contract.
- (b) If SUBCONTRACTOR is served with process in a suit or proceeding described in Subsection (a), SUBCONTRACTOR agrees to furnish CAPCOG promptly with a copy of the process.
- (c) SUBCONTRACTOR agrees that its indemnification obligations under Subsection (a) apply to causes of action accruing during the term of this Contract, and that for this purpose the obligations will survive the ending or early termination of this Contract.

Article 2: Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Contract Provisions (Attachment E) and the Special Contract Provisions (Attachment A), which are hereby incorporated into and made a part of this Contract as if set out word-for-word herein.

Article 3: Purpose

- (a). The purpose of this Contract is to accomplish the goals of the Solid Waste Disposal Act of 1989, as amended, as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.

- (b). Under the overall goals of the funding program the purposes of this Contract are:
1. To enable CAPCOG to carry out or conduct various municipal solid waste management-related services and support activities within CAPCOG's regional jurisdiction; and
 2. To enable CAPCOG to report to the Legislature and promote the continuation of pass-through grant funding; and
 3. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by CAPCOG in accordance with Article 5 of this Attachment, to conduct various CAPCOG - managed projects.

Article 4: Eligible Entities

- (a). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from CAPCOG as a pass-through grant:
1. Cities;
 2. Counties;
 3. Public schools and school districts (does not include Universities or post secondary educational institutions); and
 4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities;
 5. Councils of Governments.
- (b). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by CAPCOG, are not eligible to receive pass-through grant funding from CAPCOG. CAPCOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides CAPCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, CAPCOG may consider that applicant to be eligible to receive pass-through grant funding under this Contract.

Article 5: Implementation Project Categories

The standards and requirements set forth in this Article shall apply to all implementation projects funded under this Agreement. CAPCOG shall be responsible for ensuring that the implementation projects funded under this Agreement comply with the standards set forth in this Article.

- (a). **Implementation Project Categories.** CAPCOG shall ensure that all implementation projects funded under this Agreement fit within the categories set forth in this Section. The category-specific funding limitations outlined for each category shall apply to all uses of funds under implementation projects conducted for that category.

- 1. Local Enforcement.** This category consists of projects which contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Funding limitations specific to this category are set forth in this Section.

 - i) Funds provided under this Agreement may not be used for enforcement activities related to the illegal disposal of industrial or hazardous waste. Instances where industrial or hazardous waste may be discovered at an investigation site do not preclude the general investigation of that site, so long as the funded program is specifically aimed at the illegal disposal of municipal solid waste.
 - ii) Funds provided under this Agreement may not be used for either the cleanup of illegal disposal sites nor the transportation and/or disposal of wastes collected at those sites. Note that while this restriction applies to ongoing enforcement programs dealing with illegal dumping, general community cleanup events that may include the cleanup and transportation of general litter and materials may be authorized under a separate category.
- 2. Source Reduction and Recycling.** This category includes projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Activities funded under this category may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling. Funding limitations specific to this category are set forth in this Section.

 - i) Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.
 - ii) Any program or project aimed at demonstrating the use of products made from recycled and/or reused materials shall have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.
 - iii) Projects funded under this Agreement may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste Collection facility or program.

3. Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct municipal solid waste collection facilities in areas of the state which are under served by collection services or do not have access to proper disposal facilities. Projects funded under this category may include citizens' collection stations, as these facilities are defined under the TCEQ's Municipal Solid Waste regulations (30 TAC Chapter 330, §330.2). Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the regulations may also be funded. A project funded under this category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funding limitations specific to this category are set forth in this Section.

- i) Transfer stations that require a permit from the TCEQ may not be funded.
- ii) Municipal solid waste transfer stations that qualify for registration under §330.4(d)(1)-(3) of the Municipal Solid Waste regulations may be funded.
- iii) Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under §330.4(d)(4), may not be funded.
- iv) Municipal solid waste transfer stations that qualify for a registration only under the provisions of §330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of §330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.
- v) Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under §330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, §330.4(i) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.
- vi) Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.
- vii) Transfer stations that require a registration must have already received that registration from the TCEQ before a grant may be awarded.

4. Household Hazardous Waste Management. This category includes projects which provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals and other materials. Projects may include collection events, consolidation and transportation costs associated with collection activities, permanent collection facilities, and education and public awareness programs. Funding limitations specific to this category are set forth in this Section.

- i) Projects under this category must be coordinated with the TCEQ to ensure that all applicable regulations and guidelines are followed.
- ii) Funds provided under this Agreement may not be used for programs and activities related to the collection and management of commercial or industrial hazardous wastes.
- iii) Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.

5. Educational and Training Projects. Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses. Funding limitations specific to this category are set forth in this Section.

- i) Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

Article 6: Liability Insurance

- (a). Contractor agrees to maintain its own commercial general liability insurance, or the equivalent in amount and coverage of self-insurance, during the term of this Contract and to name CAPCOG an additional insured on the policy Contractor agrees to provide the minimum primary insurance coverage of \$500,000 general aggregate and \$250,000 each occurrence plus \$500,000 excess coverage.
- (b). Contractor's liability insurance must contain provisions, to the extent legally permitted, that the insurer will notify CAPCOG in writing at least 10 calendar days in advance of (1) cancellation of non-renewal of the policy; (2) any reduction in the policy amounts; and (3) deletion of CAPCOG as an additional insured.
- (c). SUBCONTRACTOR agrees to furnish CAPCOG with a certificate of the Contractor's commercial liability insurance or copy of its policy, or to certify in writing that it has in force the equivalent amount and coverage of self-insurance, within 30 calendar days after the date this Contract is signed on behalf of CAPCOG.
- (d). SUBCONTRACTOR shall maintain and supervise all safety precautions and programs in connection with its performance of the work program.

Article 7: Audit/Access to Records

- (a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR'S Texas office. The SUBCONTRACTOR shall also maintain and make available at its Texas Office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct and indirect), price or profit analysis for this Contract or any negotiated sub-agreement or change order and a copy of the cost summary submitted to CAPCOG. CAPCOG, TCEQ, Texas State Auditor's Office or any of CAPCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, SUBCONTRACTOR'S books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by CAPCOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.
- (b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- (c). The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting from access to records pursuant to Section (a) above to CAPCOG. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (d). Records under Sections (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from date of final CAPCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representatives designated in Section (a) of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- (f). This audit/access to records Article applies to financial records pertaining to all subagreements and all subagreement change orders and amendments. In addition, this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments: to the extent the records reasonably pertain to subagreement performance; if

there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience.

- (g). CAPCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Contract.
- (h). The SUBCONTRACTOR agrees to include Sections (a) through (g) of this Article in all subagreements and all change orders directly related to project performance.

Article 8: Independent Financial Audit

The SUBCONTRACTOR shall adhere to the Single Audit requirements of the UGMS. The SUBCONTRACTOR shall deliver to CAPCOG any applicable audit report within thirty (30) days of completion of the audit report. The SUBCONTRACTOR is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and subcontractors.

CAPCOG reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by CAPCOG, at CAPCOG's expense. Such audit will be conducted in accordance with applicable professional standards and practices. SUBCONTRACTOR understands and agrees that the SUBCONTRACTOR shall be liable to CAPCOG for any costs disallowed as a result of audit.

Article 9: Amendments to Contract

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 10.

CAPCOG may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between CAPCOG and the SUBCONTRACTOR in writing shall be incorporated into this Contract.

Any changes in personnel whose salaries are funded under this Contract or any other Contract amendments, including increasing or decreasing the amount of total funding, altering budget category allocations, extending or shortening the term of the agreement, or making significant changes in the scope of work, schedule or deliverables, **must be approved in advance by CAPCOG**. A detailed description of the proposed change(s) shall be submitted in writing by the SUBCONTRACTOR to CAPCOG for approval. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both CAPCOG and SUBCONTRACTOR.

Article 10: Termination of Contract for Convenience

- a) CAPCOG may terminate this Contract in whole or part for its convenience. CAPCOG terminates this Contract for convenience by giving SUBCONTRACTOR at least 30 calendar days notice of the termination, specifying the termination date, and describing the part or parts terminated.
- b) Upon receipt of the termination notice, SUBCONTRACTOR agrees to stop work on or before the termination date, cancel all subcontracts and orders entered into under this Contract, and settle all claims resulting from cancellation of the subcontracts and orders. If CAPCOG terminates only part of the Contract, Contractor agrees to complete the un-terminated part if CAPCOG so requests.
- c) At CAPCOG's request, following termination of the Contract for convenience, SUBCONTRACTOR agrees to transfer title and deliver to CAPCOG, at CAPCOG's expense, all work produced in performing this Contract. SUBCONTRACTOR agrees to preserve and protect the work until it is delivered to CAPCOG.
- d) SUBCONTRACTOR agrees to submit to CAPCOG a written termination claim itemizing and documenting the amounts due because of termination of the Contract. If Contractor does not submit the termination claim within 90 calendar days from the effective date of termination, SUBCONTRACTOR's termination claim is barred.
- e) If SUBCONTRACTOR's termination claim is timely submitted, complete, and correct, CAPCOG agrees to pay SUBCONTRACTOR the following amounts in full settlement of SUBCONTRACTOR's termination claim: (1) the reasonable cost of all work performed through the date of termination; and (2) the reasonable cost of settling and paying claims resulting from cancellation of subcontracts and orders. However, CAPCOG's total payment under this paragraph may not exceed the total Contract price, less amounts already paid SUBCONTRACTOR under this Contract, any lawful offsets, and the Contract price for any work not terminated.

Article 11: Suspension or Termination of Contract for Unavailability of Funds

- a) SUBCONTRACTOR acknowledges that CAPCOG is a governmental entity without taxing power and that its only source for paying SUBCONTRACTOR under this Contract is the Municipal Solid Waste Disposal and Transportation Revenue Fee administered by TCEQ under Contract with CAPCOG. If TCEQ suspends or terminates its Contract with CAPCOG, SUBCONTRACTOR agrees that CAPCOG may suspend its payment obligations under or terminate this Contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this Contract for unavailability of funds, SUBCONTRACTOR agrees to perform the unsuspended or un-terminated part if CAPCOG so requests.
- b) CAPCOG suspends or terminates this Contract for unavailability of funds by giving SUBCONTRACTOR notice of the suspension or termination, as soon as it learns of the funding

unavailability, specifying the suspension or termination date, and describing the part or parts suspended or terminated. CAPCOG agrees to promptly return to SUBCONTRACTOR at CAPCOG's expense any goods Contractor shipped to CAPCOG before receiving notice of suspension or termination.

- c) If this Contract is terminated for unavailability of funds under this Article 11, SUBCONTRACTOR is entitled to compensation for goods it furnished and services it performed before it received notice of termination. However, CAPCOG is not liable to SUBCONTRACTOR for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.

Article 12: Termination for Breach of Contract

- (a). If CAPCOG or SUBCONTRACTOR breaches a material provision of this Contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may terminate the Contract for breach by notifying the other party of the termination date, which may be no sooner than 10 calendar days from the notice date, or either party may invoke the dispute resolution process of Article 18.
- (b). If this Contract is terminated for breach under Subsection (a), Contractor is entitled to compensation for services it performed and goods it provided before it received notice of termination. However, CAPCOG is not liable to Contractor for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.
- (c). Termination for breach under Subsection (a) does not waive CAPCOG's claim for damages resulting from the breach, and CAPCOG among other remedies may withhold from compensation owed Contractor an amount necessary to satisfy CAPCOG's claim.

Article 13: Severability

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Article 14: Data and Publicity

All data and other information developed under this Contract shall be furnished to CAPCOG and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, TEX. GOV'T CODE Chapter 552. Upon termination of this Contract, all data and information shall become the joint property of CAPCOG and the SUBCONTRACTOR.

Article 15: Intellectual Property

- (a). For the purpose of this Article, "intellectual property" refers to 1) any discovery or invention for which patent rights may be acquired, and 2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and 3) any other materials in which intellectual property rights may be obtained.
- (b). If the SUBCONTRACTOR conceives of, actually puts into practice, discovers, invents or produces any intellectual property during the course of its work under this Contract, it shall report that fact to CAPCOG.
- (c). The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, CAPCOG and TCEQ hereby reserve a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. CAPCOG and TCEQ also reserve a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the SUBCONTRACTOR obtains rights with funds received under this Contract.
- (d). In performing work under this Contract, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold CAPCOG and the TCEQ harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify CAPCOG against, any claims for infringement related to its work under this Contract.

Article 16: Energy Efficiency Standards

The SUBCONTRACTOR is encouraged to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 17: Identification of Funding Sources

The SUBCONTRACTOR shall acknowledge the financial support of the TCEQ and CAPCOG whenever work funded, in whole or part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use within CAPCOG, shall carry the following notation (or one similar) on the front cover or title page:

FINANCED WITH FUNDS FROM
THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
THROUGH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG)

Article 18: Dispute Resolution

- (a). The parties desire to resolve disputes arising under this Contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 18, until they have exhausted the procedures set out in these subsections.
- (b). At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- (c). If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- (d). The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 19: Oral and Written Contracts

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 20: Nondiscrimination and Equal Opportunity

- (a). Subsection (b) summarizes the nondiscrimination requirements applicable to SUBCONTRACTOR's performance under this Contract that are set out in detail in title 41, chapter 60, and title 28, parts 35 and 36, Code of Federal Regulations. The SUBCONTRACTOR agrees to comply with the detailed requirements.
- (b). SUBCONTRACTOR shall not exclude anyone from participating under this Contract, deny anyone benefits under this Contract, or otherwise unlawfully discriminate against anyone in carrying out this Contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 21: Utilization of Small, Minority, and Women's Business Enterprises

- (a). A Historically Underutilized Business (HUB) is a Corporation, Sole Proprietorship, Partnership, or Joint Venture in which as least 51 percent is owned, operated, controlled and actively managed by a person or persons who are historically underutilized (socially disadvantaged) because of their identification with members of certain groups, including

Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans (American Indians) and Women who suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control.

- (b). The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Contract.

Article 22: Force Majeure

- (a). Subject to the requirements of Subsections (b) and (c) and the limitation of Subsection (d), a party's obligations under this Contract are suspended during any period the party is unable to perform its obligations because of work stoppage or strike resulting from a labor dispute; fire, flood, wind, earthquake, or other natural disaster; epidemic, riot, sabotage, rebellion, or war; governmental intervention; or other cause beyond the party's control.
- (b). Subsection (a) does not apply unless the party invoking it notifies the other party of the force majeure event within five business days after it occurs, describing the nature of the event in detail and estimating its likely duration. The party invoking Subsection (a) has the burden of proving that the force majeure event exists.
- (c). If the other party is reasonably satisfied that the force majeure event exists, it shall notify the invoking party that the obligations of this Contract are suspended from the effective date of the event throughout its duration. The party invoking Subsection (a) shall notify the other party within five business days after the force majeure event ends. When the force majeure event ends, the obligations of this Contract are reinstated for the remainder of the Contract's term.
- (d). If the obligations of this Contract are suspended because of a force majeure event for a cumulative period of more than 30 calendar days, either party may terminate this Contract in whole or part for convenience under Article 10.

Article 23: Conflict of Interest

- (a). SUBCONTRACTOR agrees to comply with its internal policy prohibiting conflict of interest and with Chapter 171 of the TEX. LOCAL GOVT. CODE ANN. in carrying out this Contract.
- (b). If SUBCONTRACTOR learns that one of its governing body members, officers, employees, or agents has violated or may violate its internal policy or Chapter 171, SUBCONTRACTOR agrees promptly to take corrective and appropriate disciplinary action and to notify CAPCOG in writing of the actual or potential violation and the corrective and disciplinary action taken.

Article 24: Miscellaneous

- (a). All representations and warranties of SUBCONTRACTOR, together with all continuing obligations described in this Contract, survive the ending or early termination of this Contract.
- (b). This Contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.
- (c). This Contract is binding on and inures to the benefit of the parties' successors in interest.
- (d). This Contract is performable in Travis County, Texas, and Texas law governs the interpretation and application of this Contract.
- (e). This Contract is executed in duplicate originals.

GRANT SUMMARY SHEET

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

Department/Division:	Juvenile Probation Department/ Residential Services Division
Contact Person:	Alan Miller
Title:	Financial Analyst
Phone Number:	(512) 854-5628

Grant Title:	Residential Substance Abuse Treatment		
Grant Period:	From:	10/1/07	To: 9/30/08
Grantor:	Office of the Governor's Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	52,200			36,452		52,200
Operating:	57,156					57,156
Capital Equipment:						
Indirect Costs:						
Total:	109,356	0	0	36,452	0	109,356
FTEs:	1			1		2

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 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Total # of juveniles served	40	40	32	63	134	150
Total # of juveniles discharged	26	8	13	11	31	26
% of juvenile who successfully complete the program	92%	100%	100%	100%	99%	88%
Outcome Impact Description	Measure represents the activity of youth in entering the program, due to operational changes to accommodate the TYC population influx, the program has much higher participation than anticipated.					

Number and percent of program youth who re-offend w/in 1 year of discharge	3/12%	N/A	N/A	N/A	N/A	N/A
Outcome Impact Description	This is a recidivism measure to gage overall program effectiveness.					
Measures For Grant						
# of participants entering the RSAT-funded treatment program	35	13	8	N/A	N/A	35
# of RSAT funded offenders who have completed the program and remained drug free during the treatment program	26	8	13	11	31	26
# of offenders successfully completing the RSAT-funded residential program	24	8	13	11	31	23
# of offenders who dropped out of the RSAT-funded residential program	0	0	0	0	0	0
# of offenders who were terminated from the RSAT-funded residential program	0	0	0	0	1	0
Number of offenders entering an aftercare program	0	0	0	0	0	0
Outcome Impact Description	This is the subset of the general population related to the grant.					

PBO Recommendation:

The Juvenile Probation Department has requested a contract amendment for the FY 08 RSAT Grant to deobligate \$240 of unspent grant funds. The deobligation was requested by the grantor and cannot be reallocated toward other grant expenses.

PBO recommends approval of the request to assist in closing out the FY 08 grant.

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

Juvenile Probation has been requested by CJD to modify the contract for the FY 08 RSAT grant to lower the grant award by \$240 that was left unspent at the end of the grant. The funds were unspent due to fringe benefit costs that were unused at the end of the grant period but that could not be reallocated toward another grant function.

The grant provided services juveniles determined to have co-occurring mental health and substance abuse issues. The goal of program continues to be to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility.

Financial resources secured support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services.

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

The grant has terminated although the program continues with another funding source from the Office of the Governor Criminal Justice Division.

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.

Match was provided as part of the salary of a counselor position who works with RSAT children.

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

There is no provision in this grant for indirect costs.

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

The grant has terminated although the program continues with another funding source from the Office of the Governor Criminal Justice Division.

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.

Youth being referred to the Department's secured residential facility are presenting with an increased need for comprehensive substance abuse treatment services that promote successful re-integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as to they tend to lack skills needed to promote crime-free productive lifestyles.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent up the services, treatment, and, activities available to these youth.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

09 MAR -9 PM 4:09

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

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

THROUGH: Alan Miller
Alan Miller
Senior Financial Analyst

SUBJECT: **FY08 Residential Substance Abuse Treatment (RSAT) Deobligation of Funds**

DATE: March 9, 2009

Juvenile Probation has been requested by CJD to modify the contract for the FY 08 RSAT grant to lower the grant award by \$240 that was left unspent at the end of the grant. The funds were unspent due to fringe benefit costs that were unused at the end of the grant period but that could not be reallocated toward another grant function.

The grant provided services juveniles determined to have co-occurring mental health and substance abuse issues. The goal of program continues to be to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility. Financial resources secured support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services.

Please review this item and place it on the Commissioner's Court agenda on Tuesday, **March 17, 2009**. If you have any questions, please contact me directly via email or phone at ext. 45628. Thank you in advance for your attention to this request.

CC: Jim Connolly
DeDe Bell
Darryl Beatty
Laura Rodriguez
Ruthanne Shockley
Sylvia Mendoza
Grant File

Travis Gatlin - RSAT - Request on the website

From: Nisha Sharma
To: Miller, Alan
Date: 2/17/2009 9:38 AM
Subject: RSAT - Request on the website
CC: Bell, DeDe

Agency Name: Travis County
Project Title: Leadership Academy (Dual Diagnosis Unit)

Grant/App: 1812203
Status: Pending Grantee Certification

Start Date: 10/1/2007
End Date: 9/30/2008

9:35 AM

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

Introduction

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

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

Requesting a Grant Adjustment

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

- **Complete Form** - To request a grant adjustment, simply select one or more items to modify within the project, enter any other information in the text boxes (if applicable), and then scroll down the page and type in your justification for this grant adjustment based on the choices selected.
- **Create Adjustment** - Once you have completed preparing the 'Request Adjustment' page, then click on the 'Create an Adjustment Request' button at the bottom of the sub-tab.
- **Make Changes** - eGrants will then display a message onscreen notifying you that this project can now be modified. There is no need to log out, simply go to the specific tab(s) in eGrants where you want to make those changes. For example, if you are requesting to update your budget, go to the 'Budget Details' sub-tab and enter the appropriate updates within each line item. Some grant adjustments may require the Authorized Official assigned to this project to submit the request to CJD.
- **Certification** - Once all proposed updates have been entered into eGrants, click on the 'Go to Certify Page' button or navigate to the 'Certify Adjustment' tab. Click on the 'Certify Adjustment' button to send your request to CJD for review.
- **Review by CJD** - CJD staff will process your grant adjustment in-house, and may edit your selections as warranted when issues arise that need to be clarified and/or corrected by your organization.
- **Grant Issues** - If your grant adjustment request is returned to you for clarification or corrections, your grant officials will receive email notification. Go to the "Summary/Grant Issues" tab and scroll down to the most recent entries under the Grant Issues Summary area.
- **Make Additional Changes** - Simply go to the specific tab(s) in eGrants where you want to make those edits or corrections. For example, if you requested to add a new line item to your budget but you did not fully describe that new line item enough in your proposed adjustment, CJD would note this item on the 'Grant Issues' tab. You would then go to the 'Budget Details' sub-tab and make the appropriate changes within that specific line item.
- **Recertification** - Some grant adjustments may require the Authorized Official assigned to this project to resubmit the request to CJD.
- **CJD Final Approval** - Once CJD staff approves your organization's grant adjustment, then the grant officials will receive an email message notifying them that those changes have been approved.

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

Tech Tip: If the Certify Adjustment button is disabled (grayed out) when your organization's Project Director or Financial Officer sign into eGrants, this means: a) that your Authorized Official is responsible for submitting or resubmitting the grant adjustment to CJD; and/or b) that there are one or more pending items displayed on the 'Certify Adjustment' tab under the 'List of Application Errors and Incomplete Information' area that must be resolved.

Financial Status Summary for this Project

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

Today's Date: 2/17/2009

Grant Start Date: 10/1/2007

Grant End Date: 9/30/2008

Grant Liquidation Date: 12/29/2008

Current Grant Award Amount: \$199,355.00

Total Expenditures Reported to Date: \$109,116.00

Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: \$109,116.00

Maximum Reimbursement Amount Available: \$0.00

Total Unexpended Balance to Date: \$230.00

Date This Adjustment Request was Created by Grantee: 2/12/2009 3:28:10 PM

Date This Adjustment Request was Submitted to CJD:

Adjustment Request Status: New Request

Programmatic and Budget Adjustments

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

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



Authorized Official (Note: Supporting documentation may need to be submitted to CJD, such as the Resolution.)

Financial Officer

Project Director

Grant Writer

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



Applicant Agency Name (Note: Supporting documentation may need to be submitted to CJD, such as the Resolution, Nonprofit Documentation, etc.)

Project Title

Project's Official Address

Payment Address or Other Grant Vendor Information (Note: Enter your updated information below in the Adjustment Justification box.)

Request Authorization for a Change Project Scope or Impact Area

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



Project Narrative

Project Activities and / or Performance Measures

Supporting Documents

Impacted Target Population or Geographic Area

Fiscal Capability (Nonprofit Corporations only)

Request Authorization for a Budget Modification

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



[Click here to modify the budget](#)

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

Request Authorization for an Extension of the Grant Period

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

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

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

Enter the Revised End Date:

Request Authorization for a Budget Modification

Budget Supplements:

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

Budget De-obligations:

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

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

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

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

- Request an Advance Payment for CJD Funds

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

Grant Adjustment Justification

Created Date: 2/12/2009 3:28:10 PM

Adjustment Status: New Request

Enter the Adjustment Justification:

CJD has initiated this adjustment to reconcile the final budget to the amount paid. If you are in agreement with the changes, please have the Authorized Official certify the adjustment so that we may proceed with the closeout process.

[Delete Adjustment Request](#)

[Go to Certify Page](#)

Notes by Grantee/CJD:

Note from Grantee to CJD

[Save Note from Grantee to CJD](#)

Please complete the **Adjustment Request**, and then click on the **Certify Adjustment** tab to submit your changes to CJD.

Nisha
X47825

Travis County Commissioners Court Agenda Request

Voting Session 03/17/09
(Date)

Work Session _____
(Date)

I. Request made by:

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

Routine Personnel Actions

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


March 17, 2009

ITEM # :

DATE: March 6, 2009

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 6.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 3	33	Deputy Constable**	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Constable 3	39	Deputy Constable	61 / Step 3 / \$44,956.70	61 / Step 3 / \$44,956.70
County Atty	54	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Atty	69	Office Specialist	10 / Midpoint / \$29,499.39	10 / Midpoint / \$29,499.39
County Atty	219	Legal Secretary	15 / Minimum / \$33,764.43	15 / Minimum / \$33,764.43
HRMD	45	Employment Specialist	24 / Level 6 / \$73,257.60	24 / Level 6 / \$73,257.60
Juvenile Court	548	Planner	18 / Level 1 / \$42,598.40	18 / Level 1 / \$42,598.40
Juvenile Court	587	Court Clerk I	13 / Level 4 / \$33,051.20	13 / Level 4 / \$33,051.20
* 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	20002	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20022	Office Asst	8 / \$10.10	8 / \$10.10	02
Fac Mgmt	50004	Building Security Guard	8 / \$10.10	8 / \$10.10	05
Fac Mgmt	50053	Custodian	5 / \$10.00	5 / \$10.00	05
HHS	50230	Interpreter Sign Lang V	25 / \$38.00	25 / \$38.00	05
HHS	50232	Interpreter Sign Lang IV	22 / \$34.00	22 / \$34.00	05
JP Pct 3	50002	Office Asst	8 / \$10.10	8 / \$10.10	05
Juvenile Court	50138	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
Probate Court	20022	Law Clerk II	18 / \$19.88	18 / \$19.88	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 20185 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 20399 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20189 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 20372 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20306 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 20367 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20387 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 20127 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.
County Clerk	Slot 20403 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 20090 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.
County Clerk	Slot 20520 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 20075 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.
County Clerk	Slot 20628 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 20403 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20632 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 20365 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	418	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1552	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Court	220	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$29,281.81	\$30,745.90	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	355	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention 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
County Atty	Slot 77 & 85 / Law Clerk I / Grd 14 / Full-time \$33,640.82	County Atty	Slot 77 / Law Clerk I / Grd 14 / Part-time \$16,820.41	Status change from full-time to part-time (40 hrs to 20 hrs).
ITS	Slot 91 / Business Consultant I / Grd 27 / \$79,512.00	ITS	Slot 117 / Application Architect II / Grd 29 / \$89,710.40	Promotion. Pay is between min and midpoint of pay grade.
ITS	Slot 120 / Information Security Anlst III / Grd 25 / \$69,454.37	ITS	Slot 133 / Information Security Anlst III / Grd 25 / \$69,454.37	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
ITS	Slot 133 / Information Security Anlst III / Grd 25 / \$69,454.37	ITS	Slot 133 / Information Security Anlst III / Grd 25 / \$75,421.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 229 / Juvenile Probation Ofcr III / Grd 16 / \$36,881.42	Juvenile Court	Slot 233 / Juvenile Probation Ofcr III / Grd 16 / \$36,881.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 443 / Juvenile Res Trt Ofcr Sr / Grd 15 / \$42,238.08	Juvenile Court	Slot 446 / Juvenile Shift Supv / Grd 19 / \$48,573.79	Promotion. 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
Sheriff	Slot 19 / Lieutenant Law Enforcement / Grd 77 / \$102,905.92	Sheriff	Slot 4 / Captain Law Enforcement / Grd 28 / \$108,051.21	Promotion. Transition from Peace Officer Pay Scale to Classified Pay Scale. Pay is between midpoint and max of pay grade.
Sheriff	Slot 33 / RN Charge Nurse / Grd 21 / \$76,001.74	Sheriff	Slot 1323 / RN Charge Nurse / Grd 21 / \$76,001.74	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1323 / RN Charge Nurse / Grd 21 / \$66,485.13	Sheriff	Slot 33 / RN Charge Nurse / Grd 21 / \$66,485.13	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 81 / Licensed Voc Nurse / Grd 15 / \$43,471.65	Sheriff	Slot 100 / Licensed Voc Nurse / Grd 15 / \$43,471.65	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 100 / Licensed Voc Nurse / Grd 15 / \$50,646.54	Sheriff	Slot 81 / Licensed Voc Nurse / Grd 15 / \$50,646.54	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 101 / Licensed Voc Nurse / Grd 15 / \$45,372.88	Sheriff	Slot 102 / Licensed Voc Nurse / Grd 15 / \$45,372.88	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 102 / Licensed Voc Nurse / Grd 15 / \$38,833.60	Sheriff	Slot 101 / Licensed Voc Nurse / Grd 15 / \$38,833.60	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 141 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	Sheriff	Slot 1767 / Security Coord / Grd 12 / \$37,155.66	Demotion. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale.
* 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 1156 / RN Charge Nurse / Grd 21 / \$65,234.79	Sheriff	Slot 1689 / RN Charge Nurse / Grd 21 / \$65,234.79	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1689 / RN Charge Nurse / Grd 21 / \$74,269.72	Sheriff	Slot 1156 / RN Charge Nurse / Grd 21 / \$74,269.72	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1777 / Sergeant Certified Peace Ofcr / Grd 88 / \$81,289.10	Sheriff	Slot 1150 / Lieutenant Certf Peace Ofcr / Grd 89 / \$93,020.93	Promotion. Peace Office Pay Scale (POPS).
TNR	Slot 164 / Equipment Operator Sr / Grd 11 / \$41,353.94	TNR	Slot 52 / Road Maint Supv / Grd 15 / \$43,421.63	Promotion. Pay is between midpoint and max of pay grade.
* 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



AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: March 17, 2008
 - **Requested Action: Consider and Take Appropriate Action on the Grant Adjustment Notice for an Extension of the 2006 Law Enforcement Terrorism Prevention Program Grant Performance Period**
-

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information:** Pete Baldwin, Emergency Management Coordinator, 974-0472
 - **Summary of Program Objective/Staff Recommendation: Additional programmatic issues/concerns:** On February 24, 2009, the Commissioners Court approved sending a letter to the State Division of Emergency Management requesting an extension for the 2006 Law Enforcement Terrorism Prevention Program Grant. The extension request was based on the need to receive and pay for a couple of items that had been purchased. The State has allowed Travis County a 30 day extension along with a new Grant Adjustment Notice that reflects the extended performance period. The only difference in this Grant Adjustment Notice and the one that was signed when Travis County received the grant is the ending date of the performance period. The Grant Adjustment Notice is due back to the State on March 18, 2009. The Department of Emergency Services recommends approval of the Grant Adjustment Notice.
-



Governor's Division of Emergency Management

2006 Grant Adjustment Notice
for
Travis County

Date of Award

March 6, 2009

This GAN changes the performance dates of the grants in Section 5.

1. Sub-Recipient Name and Address Judge Samuel T. Biscoe Travis County P. O. Box 1748 Austin, TX 78767	2. Prepared by: Woodward, Vernon	3. Award Number: 06-GA 48453-05
	4. Federal Grant Information	
	Federal Grant Title:	Homeland Security Grant Program
	Federal Grant Award Number:	2006-GE-T6-0068
	Date Federal Grant Awarded to GDEM:	July 1, 2006
	Federal Granting Agency:	Office of Grants and Training U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns


Total Award Amount \$20,000.00	Note: Additional Budget Sheets (Attachment A): No																	
	<table border="1"> <tr> <td>CCP 97.053</td> <td>LETPP 97.074</td> <td>MMRS 97.071</td> <td>SHSP 97.073</td> <td>UASI 97.008</td> <td>Other</td> </tr> <tr> <td>\$0.00</td> <td>\$20,000.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table>	CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	UASI 97.008	Other	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00					
	CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	UASI 97.008	Other												
\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00													
This award supersedes all previous awards. Performance Period: Jul 1, 2006 to Mar 31, 2009																		

6. Statutory Authority for Grant: This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2006.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval

Approving GDEM Official: Jack Colley, Chief Division of Emergency Management Office of the Governor	Signature of GDEM Official: 
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10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: **March 18, 2009**

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)**
**HOMELAND SECURITY GRANT
PROGRAM (HSGP)**
**2006 Grant Adjustment Notice
For**

Travis County

AWARD NUMBER 2006 HSGP - 48453

TERMS AND CONDITIONS
PURPOSE AND OVERVIEW

Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at <http://www.whitehouse.gov/omb/circulars/index.html>.

1) AWARD ACCEPTANCE

The **Notice of Sub-recipient Award** is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter.

2) GUIDANCE

This Sub-recipient is subject to the program guidance contained in the U.S. Department of Homeland Security (DHS) FY 2006 Homeland Security Grant Program Guidelines and Application Kit. The Program Guidance and Application Kit can be accessed at http://www.ojp.usdoj.gov/odp/grants_programs.htm. G&T periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Office of Grants and Training (OGT)'s Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant. This sub-award is also subject to any Homeland Security Grant Program (HSGP) grant guidance issued by GDEM.

3) COMPLIANCE

- A. Sub-recipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, 66 or 70 (administrative requirements for grants and cooperative agreements).
- B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *Office of Grant Operations (OGO)'s Financial Management Guide* (Jan 2006) at http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf.
- C. When implementing Office of Grants and Training (OGT) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting OGT funded activities.
- D. Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide located at <http://www.ojp.usdoj.gov/oc/>.
- E. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance)
- F. Sub-recipient must comply (and must require contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
- G. If the sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance)

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)**

**HOMELAND SECURITY GRANT
PROGRAM (HSGP)**

**2006 Grant Adjustment Notice
For**

Travis County

TERMS AND CONDITIONS

COMPLIANCE (continued)

- H. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- I. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the SPARS website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.
- J. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620. The sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 3(K)(1);
4. Notifying the employee in the statement required by paragraph (3)(K)(1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA), in writing, within 10 calendar days after receiving notice under subparagraph 3(K)(4), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to GDEM/SAA. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 3(K)(4), with respect to any employee who is so convicted
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6). (Federal Certification)

4) FAILURE TO COMPLY

GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned task must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until problems identified during grant monitoring visits conducted by GDEM audit and compliance personnel are resolved.**

5) CONFLICT OF INTEREST

The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

TERMS AND CONDITIONS**6) LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

7) DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

The sub-recipient certifies that it and its principals and vendors:

- A. 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 covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to <http://www.epls.gov/>.
- B. 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;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. 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; and
- E. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

8) MONITORING

- A. Sub-recipient will provide GDEM, State Auditor, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- B. Sub-recipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.
- C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

9) REPORTING

- A. A-133 Reporting Requirement - All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>. A report must be submitted to GDEM/SAA each year this grant is active.

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)**

**HOMELAND SECURITY GRANT
PROGRAM (HSGP)**

**2006 Grant Adjustment Notice
For**

Travis County

TERMS AND CONDITIONS

9) REPORTING (continued)

- B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2006 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
- C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

10) USE OF FUNDS

- A. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OGT.
- B. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies.
- C. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

11) REIMBURSEMENT

- A. Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- B. Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.

12) ADVANCE FUNDING

- A. If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM/SAA. This will be accomplished using the SPARS website by following the instructions for generating hardship letters. GDEM/SAA will determine whether an advance will be made.
- B. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

13) TRAINING/EXERCISE

Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.

14) EQUIPMENT REQUIREMENTS

- A. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements For Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide* .

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)****HOMELAND SECURITY GRANT
PROGRAM (HSGP)****2006 Grant Adjustment Notice
For**

Travis County

TERMS AND CONDITIONS

- 14) **EQUIPMENT REQUIREMENTS** (continued)
- B. The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
- 15) **UASI**
- A. If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
- B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.
- 16) **REQUIREMENTS - MISCELLANEOUS**
- A. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a subgrantee maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
- B. Projects identified in the State Preparedness Assessment Report System (SPARS) (www.texasdpa.com) must identify and relate to the goals and objectives indicated by the applicable 15 approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients must have formally recognized the NIMS and adopt the NIMS principles and policies.
- 17) **CLOSING THE GRANT**
- A. The sub-recipient must have all equipment ordered by December 30, 2007. The last day for submission of invoices is February 28, 2008.
- B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- 18) **PUBLICATIONS**
- A. Sub-recipient acknowledges that OGO/OGT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants and Training , United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)**

**HOMELAND SECURITY GRANT
PROGRAM (HSGP)**

**2006 Grant Adjustment Notice
For**

Travis County

TERMS AND CONDITIONS

19) RESTRICTIONS, DISCLAIMERS and NOTICES

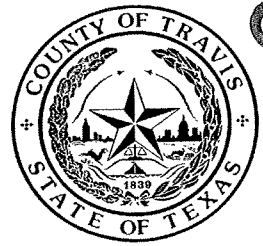
- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
- B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the sub-recipient's COG governing board.
- C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jack Colley, Chief
Division of Emergency Management
Office of the Governor
PO Box 4087
Austin , TX 78773-0270


TRAVIS COUNTY COMMISSIONERS COURT

Last Updated 3-12-09 at 3:55pm

AGENDA REQUEST



VOTING SESSION: March 17, 2009

I. Request made by: Roger Jefferies, Executive Manager, JPS 

Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION TO AUTHORIZE CRIMINAL JUSTICE PLANNING TO USE FY09 GENERAL FUNDS TO PAY OUTSTANDING INVOICES FOR EXPENDITURES MADE BY THE GRANT FUNDED MENTAL HEALTH PUBLIC DEFENDER OFFICE IN FY08.

Approved by: _____
(Signature of Commissioner or Judge)

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
Roger Jefferies, JPS Executive Manager x44415
Kimberly Pierce, Planning Manager x44764
Julie Cullen, Financial Analyst x44751
Dede Bell, Financial Analyst V x47827

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 11 PM 1:16

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)

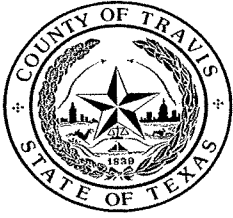
- Bid, Purchase Contract, Request for Proposal, Procurement

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 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting




JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, Executive Manager

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

MEMORANDUM

TO: Travis County Commissioners Court

FROM: Roger Jefferies, Executive Manager 

SUBJECT: REQUEST USE OF FY09 GENERAL FUNDS FOR OUTSTANDING GRANT RELATED EXPENDITURES FROM FY08

Criminal Justice Planning
Roger W. Jefferies
(512) 854-4415

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

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

Jeanette Kinard, Director of the Mental Health Public Defender Office (MHPDO) has submitted a request for Criminal Justice Planning (CJP) to use FY09 general fund to cover costs associated with two outstanding invoices for services rendered in 2008.

In late September 2008, MHPDO staff purchased basic needs items from Target to be stored in a clothes closet for indigent clients. Due to processing issues, Target invoice 00960806267 has not been paid. The total cost associated with this invoice is \$500.59. In December 2008, Verizon Wireless contacted MHPDO staff regarding past due invoice 1408811882 for March 2008 in the amount of \$545.43. These invoices were not processed in time to be paid out of FY08 grant funds. In accordance to the Texas Task Force on Indigent Defense grant contract, all invoices must be paid within 60 days after the end of the grant period. All outstanding invoices that have not been processed must be paid out of general fund.

I am respectfully requesting to use \$1046.02 of CJP FY09 general fund to cover costs associated with the two outstanding invoices.

**TRAVIS COUNTY
MENTAL HEALTH PUBLIC DEFENDER**



March 10, 2009

MEMORANDUM

To: Roger Jefferies, Executive Manager, JPS

From: Jeanette Kinard, Director

The attached invoices for services rendered in 2008 were not processed in time to be paid out of the Mental Health Public Defender (MHPD) FY08 grant funds. In late September 2008, MHPD staff purchased basic needs items from Target to be stored in a clothes closet for indigent clients. The total cost of Target invoice number 00960806267 is \$500.59. In December 2008, it came to our attention that Verizon Wireless invoice number 1408811882 had not been paid for a total cost of \$545.43.

Prior year grant expenditures cannot be paid out of the current grant budget year. I am respectfully requesting for Criminal Justice Planning (CJP) to use FY09 general fund to cover costs associated with the two outstanding invoices.

The Mental Health Public Defender Office has corrected our practices to ensure this will not occur again.

Thank you for your consideration.

OFFICE ADDRESS:
2201 POST ROAD, SUITE 200
AUSTIN, TEXAS 78704
(512) 854-3030

MAILING ADDRESS:
P.O. BOX 1748
AUSTIN, TEXAS 78767



TARGET



8080G

Account Number: X-XXX-XX7-294

Statement Closing Date: October 18, 2008
Page 23 of 49

TRAVIS COUNTY

Transaction Details *continued...*

Cardholder	Date of Trans	Reference	PO#	Description	Amount
XXX-XX7-294	Sep. 30	02190750138	401458	School Paper	\$3.99
				School Paper	\$3.99
				School Paper	\$3.99
				School Paper	\$3.99
				School Paper	\$3.96
				Writing Instruments	\$3.68
				Writing Instruments	\$3.79
				Writing Instruments	\$3.99
				Writing Instruments	\$1.69
				School & Art Supplie	\$0.66
				School & Art Supplie	\$0.66
				School & Art Supplie	\$2.48
				Home/Office Supplies	\$1.24
				Home/Office Supplies	\$5.49
				Total	
XXX-XX7-294	Sep. 30	15421245576	402778	Fashion Hats	\$9.99
				Fashion Hats	\$9.99
				Belts	\$12.99
				Belts	\$16.99
				Belts	\$12.99
				Belts	\$16.99
				Coke 20 Oz	\$1.27
				Cadbury 20 Oz	\$1.27
				Branded Package Pant	\$5.99
				Branded Package Pant	\$5.99
				Branded Package Pant	\$6.04
				Hair Accessories	\$6.29
				Xhilaration	\$14.96
				Xhilaration	\$7.48
				Sport Socks	\$20.97
Fashion Socks	\$4.99				
Fashion Socks	\$4.99				
Checklane	\$0.59				
Checklane	\$0.59				
Womens Athletic	\$24.99				
Denim Bottoms	\$34.99				
Denim Bottoms	\$34.99				
Denim Bottoms	\$32.99				
Other Tenders	-\$1.32				
Total					\$288.00
XXX-XX7-294	Sep. 30	00960806267	402967	White Underwear	\$37.45
				White Underwear	\$37.45
				White Underwear	\$14.98
				Packaged Socks	\$20.97
				Branded Package Pant	\$6.99
				Branded Package Pant	\$6.99
				Branded Package Pant	\$6.99
				Branded Package Pant	\$13.98
				Branded Package Pant	\$6.99
				Branded Package Pant	\$6.99
				Re-Usable Bag	\$14.90
				Re-Usable Bag	\$9.90
				Food Wrap & Storage	\$17.50
				Food Wrap & Storage	\$26.20
				Performance	\$8.00
Performance	\$8.00				
Performance	\$8.00				
Performance	\$8.00				
Performance	\$24.00				
Trial And Travel	\$14.55				
Napkins	\$2.91				

MHPD





TARGET



8080G

Account Number: X-XXX-XX7-294

Statement Closing Date: October 18, 2008
Page 24 of 49

TRAVIS COUNTY

Transaction Details *continued...*

Cardholder	Date of Trans	Reference	PO#	Description	Amount
				Reading Glasses	\$23.98
				Reading Glasses	\$11.99
				Reading Glasses	\$23.98
				Reading Glasses	\$11.99
				Sanitary Protection	\$4.24
				Suncare	\$2.97
				Trial Size	\$19.80
				Backpacks	\$99.90
				Total	\$500.59
XXX-XX7-294	Sep. 30	18361247070	400009	White Underwear	\$6.49
				White Underwear	\$8.99
				Hanes Socks	\$7.00
				C9 Active Tops	\$8.00
				C9 Active Tops	\$12.99
				C9 Active Tops	\$9.08
				C9 Active Pants	\$14.99
				Tailored Clothing	\$24.99
				Ultimates	\$24.99
				Legendary Gold Jeans	\$9.00
				Cherokee Knits	\$10.00
				Cherokee Knits	\$7.50
				Cherokee Knits	\$7.50
				Cherokee Knits	\$7.50
				Merona Wovens	\$19.99
				Merona Wovens	\$19.99
				Total	\$199.00
XXX-XX7-294	Oct. 1	10610831610	402764	Toddler Boy	\$14.99
				Toddler Boy	\$9.99
				1b Circo	\$4.99
				1b Circo	\$6.99
				1b Circo	\$6.00
				1b Circo	\$6.99
				1b Circo	\$4.99
				Tb Cherokee	\$4.99
				1b Cherokee	\$4.99
				1b Cherokee	\$7.99
				1b Cherokee	\$15.98
				1b Cherokee	\$7.99
				1b Cherokee	\$15.98
				1b Cherokee	\$5.99
				1b Holiday	\$5.99
				1b License	\$10.99
				Boys Pkg Socks	\$5.00
				Joy	\$8.99
				Total	\$149.82
XXX-XX7-294	Oct. 1	15421257560	400880	Tb Circo	\$7.00
				Tb Circo	\$7.00
				Tb Circo	\$6.00
				Tb Circo	\$6.00
				Tb Circo	\$4.99
				Tb Circo	\$2.99
				Tb Circo	\$2.99
				Tb Circo	\$2.99
				1b Circo	\$6.28
				Tb Cherokee	\$7.99
				Tb Cherokee	\$5.99
				Tb Cherokee	\$5.99
				Tb Cherokee	\$5.99
				Tb Cherokee	\$6.99
				Tb Cherokee	\$6.99
				Tb Cherokee	\$6.99

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account	Account Number	Date Due
At vzw.com/mybusinessaccount		Past Due
	Invoice Number	1408811882

KEYLINE



COUNTY OF TRAVIS
2201 POST RD STE 200
AUSTIN, TX 78704-4300

Quick Bill Summary

Mar 04 -- Apr 03

Previous Balance <i>(see back for details)</i>	\$1,034.15
No Payment Received	\$.00
Balance Forward Due Immediately	\$1,034.15
Monthly Access Charges	\$541.07
Usage Charges	
Voice	\$.00
Data	\$.10
Verizon Wireless' Surcharges and Other Charges & Credits	\$4.26
Taxes, Governmental Surcharges & Fees	\$.00
Total Current Charges Due by April 28, 2008	\$545.43

Total Amount Due

\$1,579.58

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VE

Bill Date April 03, 2008
Account Number
Invoice Number 1408811882

COUNTY OF TRAVIS
2201 POST RD STE 200
AUSTIN, TX 78704-4300

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

\$1,579.58

\$, .

PO BOX 660108
DALLAS, TX 75266-0108



Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

1408811882010821225498000010000545430001579580

Invoice Number 1408811882 Account Number _____ Date Due Past Due Page 2 of 19

Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

Explanation of Charges

Verizon Wireless' Surcharges

Verizon Wireless' Surcharges include charges to recover or help defray costs of taxes and of governmental charges and fees imposed on us, including a Regulatory Charge (which helps defray costs of various regulatory mandates, including government number administration and license fees) and a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover costs imposed on us by the government to support universal service, and may include other charges also related to our governmental costs. It also includes an Administrative Charge, which helps defray certain costs we incur, currently including (i) charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers, (ii) fees and assessments on network facilities and services, and (iii) certain costs and charges associated with proceedings related to new cell site construction. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees

Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information

A late payment applies for unpaid balances. The charge is the greater of \$5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits

Includes charges for products and services, and credits owing.

Payments

Previous Balance **\$1,034.15**

No Payment Received

Total Payments **\$0.00**

Balance Forward Due Immediately \$1,034.15

Correspondence Address: Verizon Wireless P.O. Box 105378 Atlanta, GA 30348

Automatic Payment Enrollment for Account: 821225498-00001 COUNTY OF TRAVIS

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box.
2. Sign name in box below, as shown on the bill and date.
3. Return this slip with your check for this month's payment.

Changing your billing address for Account: 821225498-00001 COUNTY OF TRAVIS

Use this space or log into My Account at www.verizonwireless.com to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____
 City _____
 State/Zip _____
 Daytime Phone _____ Evening Phone _____
 Email _____

PLACE OF PRIMARY USE (PPU)

The home or business mailing address indicated to the left is for the person using the phone(s) and is the person's residential street address or primary business address
 ___ YES ___ NO If "NO" or for multi-line accounts with more than one PPU address, please contact our Customer Service Department or visit our website to change the user's PPU address.

Overview of Lines

Invoice Number 1408811882 Account Number Date Due Page 3 of 19
 Past Due

Charges for	Page Number	Account Charges and Credits	Monthly Access Charges	Usage Charges	Equipment Charges	VZW		Taxes, Governmental and Fees	Total Charges	Current Plan Allowance (minutes)	Current Plan Usage (minutes)	IN Usage (minutes)	Night and Weekend (minutes)	Data Usage (kilobytes)	Roaming Usage (minutes)
						Surcharges and Other Credits	Surcharges								
512-	4		\$32.79	\$0.04	---	\$0.00	\$0.71	\$0.00	\$33.54	450	20	6	---	---	---
512-	5		\$49.19	---	---	\$0.00	\$0.00	\$0.00	\$49.19	---	---	---	---	---	---
512-	6		\$32.79	---	---	\$0.71	\$0.00	\$0.00	\$33.50	450	15	10	---	---	---
512-	7		\$32.79	---	---	\$0.71	\$0.00	\$0.00	\$33.50	450	33	7	---	---	---
512-	8		\$32.79	---	---	\$0.71	\$0.00	\$0.00	\$33.50	450	36	5	---	---	---
512-	9		\$32.79	---	---	\$0.71	\$0.00	\$0.00	\$33.50	450	57	25	---	---	---
512-	11		\$32.79	\$0.04	---	\$0.71	\$0.00	\$0.00	\$33.54	450	22	10	---	---	---
512-	13		\$49.19	---	---	\$0.00	\$0.00	\$0.00	\$49.21	---	---	---	---	435,168KB	---
512-	14		\$49.19	---	---	\$0.00	\$0.00	\$0.00	\$49.19	---	---	---	---	253KB	---
512-	15		\$49.19	---	---	\$0.00	\$0.00	\$0.00	\$49.19	---	---	---	---	531KB	---
512-	16		\$49.19	---	---	\$0.00	\$0.00	\$0.00	\$49.19	---	---	---	---	115KB	---
512-	17		\$49.19	---	---	\$0.00	\$0.00	\$0.00	\$49.19	---	---	---	---	---	---
512-	18		\$49.19	---	---	\$0.00	\$0.00	\$0.00	\$49.19	---	---	---	---	190,084KB	---
Total Current Charges			\$541.07	\$0.10	\$0.00	\$4.26	\$0.00	\$545.43							

Invoice Number Account Number Date Due Page
 1408811882 _____ Past Due 4 of 19

Summary for 512-

Your Calling Plan

America's Choice II for Business 450 Anytime
 Uni IN & N&W \$39.99 0205

\$39.99 monthly access charge
 450 monthly general allowance minutes
 \$.25 per minute after allowance

Natl IN Calling--Unlim
 Unlimited IN Calling minutes

Unlimited Night and Weekend Home Airtime
 Minutes Per Month

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges
 Current Calling Plan 04/04 - 05/03 39.99
 18% Access discount 04/04 - 05/03 -7.20
\$32.79

Usage Charges
 Data .04
\$0.04

Verizon Wireless' Surcharges
 Fed Universal Service Charge .71
\$0.71

Total Current Charges for 512- **\$33.54**

Usage Charges

Voice	Allowance	Used	Billable	Cost
Calling Plan <i>minutes</i>	450	20	---	---
IN Calling <i>minutes</i>	unlimited	6	---	---
Total Voice				\$0.00
Data				
TXT Messaging -- Rcv'd <i>messages</i>	---	2	2	.04
Total Data				\$0.04
Total Usage Charges				\$0.04

View your bill and call details online for FREE. Log into vzw.com/mybusinessaccount.

Detail for 512-

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/06	3:11P		Peak	PlanAllow,CallVM	Round Rock TX	Voice Mail CL	2	---	---	---
3/10	8:36A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	2	---	---	---
3/19	8:59A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	2	---	---	---
3/20	10:33A		Peak	PlanAllow	Round Rock TX	Austin TX	1	---	---	---
3/20	10:34A		Peak	PlanAllow	Round Rock TX	Austin TX	6	---	---	---
3/20	12:01P		Peak	IN Allow	Round Rock TX	Incoming CL	2	---	---	---
3/20	5:26P		Peak	PlanAllow	Round Rock TX	Austin TX	1	---	---	---
3/20	6:31P		Peak	IN Allow	Round Rock TX	Incoming CL	2	---	---	---
3/24	7:43A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	1	---	---	---
3/26	10:33A		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
3/27	8:57A		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
3/28	3:58P		Peak	PlanAllow	del Valle TX	Austin TX	1	---	---	---
4/01	3:05P		Peak	PlanAllow	del Valle TX	Austin TX	1	---	---	---
4/03	9:41A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
4/03	9:42A		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---

Invoice Number	Account Number	Date Due	Page
1408811882		Past Due	5 of 19

Summary for 512-

Your Calling Plan

Corporate BroadbandAccess Unlimited
America's Choice II \$59.99 1yr 0805
\$59.99 monthly access charge
\$.25 per minute

Unlimited MB Allowance
Unlimited monthly kilobyte

Beginning on 02/06/08:
18% Access discount

Charges

Monthly Access Charges	
Current Calling Plan 04/04 - 05/03	59.99
18% Access discount 04/04 - 05/03	-10.80
	<hr/>
	\$49.19
Total Current Charges for 512-	\$49.19

Invoice Number Account Number Date Due Page
 1408811882 _____ Past Due 6 of 19

Summary for _____ **: 512-**

Your Calling Plan

America's Choice II for Business 450 Anytime
 Unl IN & N&W \$39.99 0205

\$39.99 monthly access charge
 450 monthly general allowance minutes
 \$.25 per minute after allowance

Natl IN Calling-Unlim
 Unlimited IN Calling minutes

Unlimited Night and Weekend Home Airtime
 Minutes Per Month

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges	39.99
Current Calling Plan 04/04 - 05/03	-7.20
18% Access discount 04/04 - 05/03	
	\$32.79

Verizon Wireless' Surcharges	
Fed Universal Service Charge	.71
	\$0.71

Total Current Charges for 512- _____ **\$33.50**

Usage Charges

Voice	Allowance	Used	Billable	Cost
Calling Plan <i>minutes</i>	450	15	---	---
IN Calling <i>minutes</i>	unlimited	10	---	---
Total Voice				\$0.00
Total Usage Charges				\$0.00

Detail for _____ **512-**

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/06	11:45A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/06	11:46A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/06	11:47A		Peak	PlanAllow	Austin TX	Incoming CL	2	---	---	---
3/06	12:09P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/11	11:50A		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	---
3/11	11:52A		Peak	IN Allow	Austin TX	Mobile CL	1	---	---	---
3/13	2:28P		Peak	IN Allow	Austin TX	Incoming CL	2	---	---	---
3/18	5:05P		Peak	PlanAllow,CallVM	Washington DC	Voice Mail CL	2	---	---	---
3/27	5:03P		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
4/02	7:28A		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	---
4/02	7:34A		Peak	IN Allow	Austin TX	Mobile CL	1	---	---	---
4/02	7:37A		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	---
4/02	5:26P		Peak	IN Allow	San Marcos TX	Incoming CL	3	---	---	---
4/02	5:28P		Peak	PlanAllow	San Marcos TX	Incoming CL	6	---	---	---

Invoice Number Account Number Date Due Page
 1408811882 | Past Due 7 of 19

Summary for (: 512-

Your Calling Plan

America's Choice II for Business 450 Anytime
 Uni IN & N&W \$39.99 0205

\$39.99 monthly access charge
 450 monthly general allowance minutes
 \$.25 per minute after allowance

Natl IN Calling-Unlim
 Unlimited IN Calling minutes

Unlimited Night and Weekend Home Airtime
 Minutes Per Month

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges	
Current Calling Plan 04/04 -- 05/03	39.99
18% Access discount 04/04 -- 05/03	-7.20
	\$32.79

Verizon Wireless' Surcharges	
Fed Universal Service Charge	.71
	\$0.71

Total Current Charges for 512- **\$33.50**

Usage Charges

Voice	Allowance	Used	Billable	Cost
Calling Plan <i>minutes</i>	450	33	---	---
IN Calling <i>minutes</i>	unlimited	7	---	---
Total Voice				\$0.00
Total Usage Charges				\$0.00

Detail for 512-

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/04	8:38A		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	---
3/05	7:04A		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/05	12:32P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/05	12:43P		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
3/05	3:48P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/05	4:21P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/07	7:32A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/10	9:05A		Peak	PlanAllow	Austin TX	Incoming CL	2	---	---	---
3/10	9:18A		Peak	PlanAllow	Austin TX	Incoming CL	2	---	---	---
3/10	1:41P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/10	3:06P		Peak	PlanAllow	Austin TX	Toll-Free CL	11	---	---	---
3/11	12:41P		Peak	PlanAllow	Austin TX	Incoming CL	2	---	---	---
3/13	2:28P		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
3/19	8:37A		Peak	PlanAllow	Austin TX	Austin TX	3	---	---	---
3/20	11:58A		Peak	IN Allow	Austin TX	Incoming CL	2	---	---	---
3/20	12:08P		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
3/24	7:33A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---

Invoice Number 1408811882 Account Number Date Due 8 of 19
 Past Due

Summary for : 512-

Your Calling Plan

America's Choice II for Business 450 Anytime
 Unl IN & N&W \$39.99 0205

\$39.99 monthly access charge
 450 monthly general allowance minutes
 \$.25 per minute after allowance

Natl IN Calling--Unlim
 Unlimited IN Calling minutes

Unlimited Night and Weekend Home Airtime
 Minutes Per Month

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges		
Current Calling Plan 04/04 - 05/03		39.99
18% Access discount 04/04 - 05/03		-7.20
		\$32.79

Verizon Wireless' Surcharges		
Fed Universal Service Charge		.71
		\$0.71

Total Current Charges for 512- \$33.50

Usage Charges

Voice	Allowance	Used	Billable	Cost
Calling Plan <i>minutes</i>	450	36	---	---
IN Calling <i>minutes</i>	unlimited	5	---	---
Total Voice				\$0.00
Total Usage Charges				\$0.00

Detail for : 512-

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/10	11:01A		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
3/11	11:49A		Peak	IN Allow	Austin TX	Mobile CL	1	---	---	---
3/11	11:52A		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	---
3/17	9:50A		Peak	PlanAllow	Austin TX	Incoming CL	4	---	---	---
3/17	9:54A		Peak	PlanAllow,CallWait	Austin TX	Incoming CL	3	---	---	---
3/17	9:57A		Peak	PlanAllow	Austin TX	Austin TX	4	---	---	---
3/24	9:47A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/24	10:43A		Peak	PlanAllow	Austin TX	Austin TX	4	---	---	---
3/25	8:20A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/25	9:17A		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/27	8:09A		Peak	PlanAllow	Dripping S TX	Austin TX	1	---	---	---
3/27	8:30A		Peak	IN Allow	Austin TX	Incoming CL	2	---	---	---
3/27	1:48P		Peak	PlanAllow	Austin TX	Incoming CL	3	---	---	---
3/28	3:31P		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/28	3:58P		Peak	PlanAllow	Austin TX	Incoming CL	4	---	---	---
3/31	8:03A		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	---
3/31	8:54A		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
4/03	8:51A		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
4/03	8:55A		Peak	PlanAllow	Austin TX	Incoming CL	5	---	---	---

Invoice Number Account Number Date Due Page
 1408811882 _____ Past Due 9 of 19

Summary for _____

512- _____

Your Calling Plan

America's Choice II for Business 450 Anytime
 Uni IN & N&W \$39.99 0205
 \$39.99 monthly access charge
 450 monthly general allowance minutes
 \$.25 per minute after allowance

Natl IN Calling-Unlim
 Unlimited IN Calling minutes

Unlimited Night and Weekend Home Airtime
 Minutes Per Month

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges 39.99
 Current Calling Plan 04/04 - 05/03 -7.20
 18% Access discount 04/04 - 05/03
\$32.79

Verizon Wireless' Surcharges .71
 Fed Universal Service Charge
\$71

Total Current Charges for 512- _____ **\$33.50**

Usage Charges

Voice	Allowance	Used	Billable	Cost
Calling Plan <i>minutes</i>	450	57	---	---
IN Calling <i>minutes</i>	unlimited	25	---	---
Total Voice				\$0.00
Total Usage Charges				\$0.00

Detail for _____

512- _____

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/05	9:33A		Peak	PlanAllow	del Valle TX	Austin TX	1	---	---	---
3/06	2:44P		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	---
3/06	3:11P		Peak	IN Allow	Austin TX	Mobile CL	1	---	---	---
3/06	3:26P		Peak	PlanAllow	Austin TX	Austin TX	4	---	---	---
3/06	3:59P		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
3/06	4:02P		Peak	PlanAllow	Austin TX	Austin TX	5	---	---	---
3/06	4:08P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/06	4:09P		Peak	IN Allow	Austin TX	Mobile CL	1	---	---	---
3/06	4:11P		Peak	PlanAllow	Austin TX	Austin TX	5	---	---	---
3/06	4:16P		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/06	4:28P		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/07	7:45A		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/07	8:19A		Peak	PlanAllow	Austin TX	Incoming CL	2	---	---	---
3/07	8:49A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/07	2:51P		Peak	IN Allow	Austin TX	Incoming CL	10	---	---	---
3/17	1:37P		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	6	---	---	---
3/17	1:43P		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	3	---	---	---
3/20	10:33A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/20	11:50A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/20	11:51A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/20	11:58A		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
3/20	12:01P		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
3/20	12:08P		Peak	PlanAllow	Austin TX	Austin TX	3	---	---	---
3/20	12:11P		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	1	---	---	---
3/20	6:30P		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	1	---	---	---

Invoice Number Account Number Date Due Page
 1408811882 | _____ Past Due 10 of 19

Detail for
Voice, continued

512- _____

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/20	6:31P		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
3/26	8:32A		Peak	PlanAllow	Kyle TX	Austin TX	1	---	---	---
3/26	9:22A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/27	4:57P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/28	9:18A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/28	9:45A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/28	12:00P		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
4/01	12:03P		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
4/01	4:02P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
4/01	4:55P		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
4/02	3:38P		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
4/03	9:42A		Peak	IN Allow	Austin TX	Incoming CL	2	---	---	---
4/03	10:14A		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
4/03	11:28A		Peak	PlanAllow	Austin TX	Incoming CL	3	---	---	---

Invoice Number Account Number Date Due Page
 1408811882 _____ Past Due 11 of 19

Summary for : 512-

Your Calling Plan

America's Choice II for Business 450 Anytime
 Unl IN & N&W \$39.99 0205
 \$39.99 monthly access charge
 450 monthly general allowance minutes
 \$.25 per minute after allowance

Natl IN Calling-Unlim
 Unlimited IN Calling minutes

Unlimited Night and Weekend Home Airtime
 Minutes Per Month

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges
 Current Calling Plan 04/04 - 05/03 39.99
 18% Access discount 04/04 - 05/03 -7.20
\$32.79

Usage Charges
 Data .04
\$0.04

Verizon Wireless' Surcharges
 Fed Universal Service Charge .71
\$0.71

Total Current Charges for 512- **\$33.54**

Usage Charges

Voice	Allowance	Used	Billable	Cost
Calling Plan <i>minutes</i>	450	22	---	---
Promotional <i>minutes</i>		2	---	---
IN Calling <i>minutes</i>	unlimited	10	---	---
Total Voice				\$0.00
Data				
TXT Messaging - Rcv'd <i>messages</i>	---	2	2	.04
Total Data				\$0.04
Total Usage Charges				\$0.04

Detail for : 512-

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/04	8:38A		Peak	IN Allow	Austin TX	Austin TX	1	---	---	---
3/04	8:49A		Peak	PlanAllow	Austin TX	Incoming CL	1	---	---	---
3/04	9:37A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	2	---	---	---
3/04	10:01A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	2	---	---	---
3/07	9:33A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	1	---	---	---
3/07	10:52A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	1	---	---	---
3/07	11:01A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	1	---	---	---
3/07	11:02A		Peak	PlanAllow	Austin TX	Austin TX	4	---	---	---
3/07	11:07A		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/07	11:13A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/07	11:14A		Peak	PlanAllow	Austin TX	Austin TX	2	---	---	---
3/10	9:45A		Peak	PlanAllow,CallVM	Austin TX	Voice Mail CL	1	---	---	---
3/11	8:41A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/13	11:56A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/27	8:30A		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	---
3/28	11:34A		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---
3/28	3:12P		Peak	PlanAllow	Austin TX	Austin TX	1	---	---	---

Invoice Number 1408811882 Account Number _____ Date Due Past Due Page 12 of 19

Detail for _____ 512-

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/30	8:03P		Off-Peak	IN Allow	Austin TX	Mobile CL	2	---	---	--
3/30	8:05P		Off-Peak	PromoAllow	Austin TX	Austin TX	2	---	---	--
3/31	8:03A		Peak	IN Allow	Austin TX	Mobile CL	1	---	---	--
4/02	7:28A		Peak	IN Allow	Austin TX	Mobile CL	2	---	---	--
4/02	7:34A		Peak	IN Allow	Austin TX	Incoming CL	1	---	---	--
4/02	7:37A		Peak	IN Allow	Austin TX	Mobile CL	1	---	---	--

Invoice Number Account Number Date Due Page
 1408811882 _____ Past Due 13 of 19

Summary for _____ : 512-

Your Calling Plan

Corporate Broadband Access Unlimited
 America's Choice II \$59.99 1yr 0805
 \$59.99 monthly access charge
 \$.25 per minute

Unlimited MB Allowance
 Unlimited monthly kilobyte

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges
 Current Calling Plan 04/04 - 05/03 59.99
 18% Access discount 04/04 - 05/03 -10.80
\$49.19

Usage Charges
 Data .02
\$0.02

Total Current Charges for 512- _____ **\$49.21**

Usage Charges

Data		Allowance	Used	Billable	Cost
TXT Messaging - Rcv'd	messages	---	1	1	.02
Kilobyte Usage	kilobytes	unlimited	435,168	---	---
Total Data					\$0.02
Total Usage Charges					\$0.02

Invoice Number 1408811882 | Account Number | Date Due Past Due | Page 14 of 19

Summary for 512-

Your Calling Plan

Corporate BroadbandAccess Unlimited
 America's Choice II \$59.99 1yr 0805
 \$59.99 monthly access charge
 \$.25 per minute

Unlimited MB Allowance
 Unlimited monthly kilobyte

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges		
Current Calling Plan 04/04 - 05/03		59.99
18% Access discount 04/04 - 05/03		-10.80
		\$49.19
Total Current Charges for 512-		\$49.19

Usage Charges

Data	Allowance	Used	Billable	Cost
Kilobyte Usage <i>kilobytes</i>	unlimited	253	---	---
Total Data				\$.00
Total Usage Charges				\$.00

Invoice Number	Account Number	Date Due	Page
1408811882		Past Due	15 of 19

Summary for

512-

Your Calling Plan

Corporate Broadband Access Unlimited
 America's Choice II \$59.99 1yr 0805
 \$59.99 monthly access charge
 \$.25 per minute

Unlimited MB Allowance
 Unlimited monthly kilobyte

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges	
Current Calling Plan 04/04 - 05/03	59.99
18% Access discount 04/04 - 05/03	-10.80
	\$49.19
Total Current Charges for 512-	\$49.19

Usage Charges

Data	Allowance	Used	Billable	Cost
Kilobyte Usage	<i>kilobytes</i> unlimited	531	---	---
Total Data				\$0.00
Total Usage Charges				\$0.00

Invoice Number	Account Number	Date Due	Page
1408811882		Past Due	16 of 19

Summary for _____ **512-** _____

Your Calling Plan

**Corporate BroadbandAccess Unlimited
America's Choice II \$59.99 1yr 0805**
\$59.99 monthly access charge
\$.25 per minute

Unlimited MB Allowance
Unlimited monthly kilobyte

Beginning on 02/06/08:
18% Access discount

Charges

Monthly Access Charges		
Current Calling Plan 04/04 – 05/03		59.99
18% Access discount 04/04 – 05/03		-10.80
		\$49.19
Total Current Charges for 512-		\$49.19

Usage Charges

Data	Allowance	Used	Billable	Cost
Kilobyte Usage	<i>kilobytes</i> unlimited	115	--	--
Total Data				\$0.00
Total Usage Charges				\$0.00

Invoice Number	Account Number	Date Due	Page
1408811882		Past Due	17 of 19

Summary for

512-

Your Calling Plan

**Corporate BroadbandAccess Unlimited
America's Choice II \$59.99 1yr 0805**

\$59.99 monthly access charge
\$.25 per minute

Unlimited MB Allowance
Unlimited monthly kilobyte

Beginning on 02/06/08:
18% Access discount

Charges

Monthly Access Charges	
Current Calling Plan 04/04 – 05/03	59.99
18% Access discount 04/04 – 05/03	-10.80
	<hr/>
	\$49.19
Total Current Charges for 512-	\$49.19

Invoice Number	Account Number	Date Due	Page
1408811882		Past Due	18 of 19

Summary for : **512-**

Your Calling Plan

Corporate BroadbandAccess Unlimited
 America's Choice II \$59.99 1yr 0805
 \$59.99 monthly access charge
 \$.25 per minute

Unlimited MB Allowance
 Unlimited monthly kilobyte

Beginning on 02/06/08:
 18% Access discount

Charges

Monthly Access Charges	
Current Calling Plan 04/04 – 05/03	59.99
18% Access discount 04/04 – 05/03	-10.80
	\$49.19

Total Current Charges for 512- **\$49.19**

Usage Charges

Data	Allowance	Used	Billable	Cost
Kilobyte Usage	<i>kilobytes</i> unlimited	190,084	--	--
Total Data				\$.00
Total Usage Charges				\$.00

Invoice Number	Account Number	Date Due	Page
1408811882		Past Due	19 of 19

Need-to-Know Information

Limiting Notations on Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1-866-544-0401. If payment is returned unpaid, you authorized us to collect an additional \$25 fee through EFT from your account.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On April 1, the FUSC changed to 2.38 percent of assessable wireless charges, other than separately billed interstate and international long distance charges. The FUSC on these charges changed to 11.3 percent. For more details, please call 1.888.684.1888.



12-09 at 3:55pm

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

10

Approved by: _____

Cyd V. Grimes 3/10/09 JMB

Voting Session: Tuesday, March 17, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070340DG FOR PROFESSIONAL CONSULTING SERVICES TO VANDERWEIL FACILITY ADVISORS, INC. (VFA) (FACILITIES MANAGEMENT).

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger A. El Khoury, M.S. P.E., Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

On September 2, 2007, an Exemption Order was approved by Commissioners Court for the procurement of Professional Consulting Services for Facilities Condition Assessments. The required services will provide existing building conditions, remaining life of all building systems and estimate the cost to repair or replace them.

This proposed Modification No. Two will initiate the Phase 3 (FY09), Professional Consulting Services for Facilities Condition Assessments of approximately 644,253 square feet of space for the not-to-exceed (NTE) amount of \$65,050.00, which changes the contract from \$138,846.00 to NTE \$203,896.00.

Modification No. One Phase 2 (FY08) required the consultant to perform Professional Consulting Services for Facilities Condition Assessments of approximately 595,991 square feet of space in the not-to-exceed amount of \$70,000.00, which changed the contract from \$68,846.00 to NTE \$138,846.00.

The original Contract No. PS070340DG, with Vanderweil Facility Advisors, Inc. (VFA) in the amount of \$68,846.00, was approved by Commissioners Court on September 18, 2007.

➤ **Contract Expenditures:** Within the last 12 months \$70,00.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$68,846.00

Contract Type: Professional Services

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$68,846.00

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 464470

Funding Account(s): 001-1415-525-4007

Comments:

➤ **Statutory Verification of Funding:**

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



Diana
2-24-09

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SVCOT-27-09F-XM

File: 102

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

FROM: John F. Carr, Administrative Director

DATE: February 20, 2009

SUBJECT: Annual Facilities Condition Inspection – Year Three
Contract No. PS070340DG

Roger El Khoury
John F. Carr
PURCHASING
OFFICE
2009 FEB 24 AM 9:53
RECEIVED
TRAVIS COUNTY

Facilities Management Department (FMD) has reviewed the proposal received from Vanderweil Facility Advisors, Inc. (VFA) to provide the next phase of the facility assessments (attachment one). On September 18, 2007, the Commissioners Court approved the referenced contract for VFA to provide facility assessments over a three year period. VFA successfully completed phase one and two of the work. FMD recommends approval for VFA to proceed with performing the year three inspections, which will include 23 facilities and 644,253 SF of building space. The proposed fee for this phase is \$65,050 which includes VFA migrating data from the UT funded inspection of the Palm Square facility into our database, at no charge.

Funding for the annual inspections is included in the Facilities Management Department budget in line item 001-1415-525-4007. Requisition number 464470 is loaded into HTE. Please post this action for Commissioners Court approval on March 10, 2009. Please direct any questions on this request to Roger A. El Khoury, M.S., P.E., at 44579 or John Carr at 44772. Your assistance in this request is greatly appreciated.

ATTACHMENT:

VFA Proposal dated February 12, 2009

COPY TO:

- Alicia Perez, Executive Manager, Administrative Operations (w/o atch)
- Diana Gonzales, Purchasing Agent Assistant, Purchasing Office
- Lloyd Evans, Maintenance Division Director, FMD (w/o atch)
- Amy Draper, CPA, Financial Manager, FMD (w/o atch)

Account Balance Inquiry

Last Updated 3-12-09 at 3:55pm

Fiscal Year	:	2009
Account number	:	1-1415-525.40-07
Fund	:	001 GENERAL FUND
Department	:	14 FACILITIES MANAGEMENT
Division	:	15 BUILDING MAINTENANCE
Basic activity	:	52 GENERAL GOVERNMENT
Sub activity	:	5 FACILITIES
Element	:	40 PROFESSIONAL SERVICES
Object	:	07 CONSULTING

Budget	:	82,550
Encumbered amount	:	.00
Pre-encumbered amount	:	65,050.00
Expenditures	:	17,500.00
Total expenditures	:	82,550.00
Balance	:	.00

Press Enter to continue.

F3=Exit F12=Cancel

REQUISITION BY: AMY DRAPER 854-9040
 STATUS: AUDITOR APPROVAL
 REASON: NEW PO - FACILITIES ASSESSMENTS ATTN: D GONZALEZ

SHIP TO LOCATION: FACILITIES MANAGEMENT
 SUGGESTED VENDOR: 70474 VFA INC.

DATE: 2/20/09
 DELIVER BY DATE: 9/30/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FACILITY CONDITION ASSESSMENTS YEAR 3 COMMODITY: CONSULTING SERVICES SUBCOMMOD: BUILDINGS & STRUCTURES	61797.50	DOL	1.0000	61797.50	
2	RETAINAGE COMMODITY: CONSULTING SERVICES SUBCOMMOD: BUILDINGS & STRUCTURES	3252.50	DOL	1.0000	3252.50	
REQUISITION TOTAL:						65050.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00114155254007	PROFESSIONAL SERVICES CONSULTING	61797.50
2	00114155254007	PROFESSIONAL SERVICES CONSULTING	3252.50
			65050.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: PS070340DG, CONSULTING SERVICES TO PROVIDE FACILITY CONDITION ASSESSMENTS

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <i>Diana Gonzalez</i> TEL NO: (512) 854-5860 FAX NO: (512) 854-9185	DATE PREPARED: February 24, 2009
ISSUED TO: Vanderweil Facility Advisors, Inc. James Summers, Vice President Finance 266 Summer Street Boston, MA 02210	MODIFICATION NO.: Two	EXECUTED DATE OF ORIGINAL CONTRACT: September 18, 2007
ORIGINAL CONTRACT TERM DATES:		CURRENT CONTRACT TERM DATES:

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 68,846.00 Current Modified Amount NTE \$ 203,896.00

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.

A. Reference Exhibit 1 "Compensation for Professional Services," Section 1 - Compensation for Basic Services, paragraph 1.1. This paragraph is hereby changed to read as follows:

The fixed fee for the performance of the Basic Services shall be the sum of \$68,846.00 for FY07, \$70,000.00 for FY08 and NTE \$65,050.00 for FY 09.

B. Reference Exhibit 1 "Compensation for Professional Services," Section 6 - Total Agreement Sum, paragraph 6.1. This paragraph is hereby changed to read as follows:

The Total Professional Services Agreement Sum, consisting of the FY07 Services at \$68,846.00, FY 08 Services at \$70,000.00 and FY09 Services at NTE amount of \$65,050.00 shall not exceed \$203,896.00.

C. In accordance with Section 4, "Period of Services," this modification number two is issued to initiate Phase 3 (FY 09) Professional Consulting Services, in the NTE amount of \$65,050.00, as outlined in Exhibit 1 "Compensation for Professional Services," Section 1, paragraph (i). Consultant shall perform these Professional Consulting Services for Facilities Conditions Assessment as described in Attachment A, "Project Approach," for Facilities identified in Attachment B, "Building List," both of which are attached hereto and made a part hereof, comprising approximately 644,253 square feet of space. All work to be completed within 90 calendar days, as listed in Exhibit 1 "Compensation for Professional Services," Section 1, paragraph (i), after receipt of a written Notice to Proceed from the Travis County Purchasing Agent.

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

LEGAL BUSINESS NAME: <u>VFA, Inc.</u>	RECEIVED TRAVIS COUNTY PURCHASING 2009 MAR - AM 9:50 2/27/09
BY: <u><i>Derek De Stefano</i></u> for James Summers SIGNATURE	
BY: <u>Derek De Stefano</u> PRINT NAME	
TITLE: <u>Controller</u> ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>3/10/09</u>
--	-------------------------

TRAVIS COUNTY, TEXAS BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>	DATE:
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Attachment A Project Approach

VFA has developed a facility condition assessment service that is comprehensive, flexible to our customers' varying needs and produces accurate, consistent results. Our methodology relies on four proven principles:

1. **Use only highly qualified building professionals** to conduct the field assessments and develop the recommendations. Our staff of building professionals including architects and engineers has on average 20 years of experience in the building industry including design, construction, facilities management, project management and other related facilities positions.
2. **Employ our time-tested and proven assessment methodology** to provide useful facilities information to ensure our customers are best prepared to develop and implement sound capital reinvestment plans. We have refined the methodology over a decade, adopting standards and industry guidelines so that we may hone our services and results to meet your needs.
3. **Communicate and align objectives so that we meet your expectations.** Key to the success of the project is having a clear understanding of Travis County's objectives and expectations. Our project management teams review all aspects of the engagement with you prior to starting the field assessments. We believe that this is fundamental to every project and are proud to have a long and distinguished list of clients to refer you to that may give you insight not only on our performance but the program you are about to start.
4. **Integrate technology with methodology.** We have developed VFA facility to align closely with our methodology so that not only our architects and engineers understand the facilities construction and conditions but more importantly, Travis County's staff will be able to use the information delivered in VFA facility for ongoing asset management and strategic decision support.

The facility condition assessment will prepare Travis County with information to make sound decisions about capital reinvestment in existing buildings. We also understand that the facilities' conditions are not the only factor in determining what renovations, replacements or repairs to undertake, and are in many cases considered in support of other drivers such as impact on mission, risk, program changes, change of use, space planning needs, or County initiatives such as *green buildings*. We have deliberately designed our methodology to adapt to your needs. With our detailed Facility Condition Assessment (FCA) you will understand:

- The current conditions including recommended corrective actions with construction cost estimates
- Asset replacement values supported by a breakdown of the asset (building) systems
- The forecast of future renewal expenditures based on our lifecycle assessment of systems
- The impact on asset conditions of various funding streams over time and conversely a forecast of required funds to attain a targeted condition level whether maintaining current condition, improving the condition or electing to defer maintenance needs.

As other areas may be considered at the beginning of the project during our scoping workshops, at which time we may modify the assessments scope to answer questions such as:

- How can buildings and other assets be used and managed to meet and support the goals and mission of the organization?
- Portfolio level views and management to answer:
 - How fit is the building for the existing use?

- Is there space that is underutilized in your portfolio?
- Which assets are candidates for disposition?
- Is your current preventative maintenance program adequate to meet the needs?
- Where are the risks of failure leading to downtime of mission critical systems?
- Where can you save energy and be better environmental stewards by addressing sustainability, also known as green building, opportunities?

Methodology

1 Project Scope Workshop

VFA will work with Travis County to identify its concerns which must be addressed to achieve Travis County’s specific project goals. A scope workshop will be held to establish the overall project objectives, planning time horizons, assessment criteria, data classifications to determine the best method for storing asset data to support analysis, reporting and planning needs.

2 Pre-Survey

Based on the County’s available existing information, the VFA project manager will collect base asset data from Travis County. This data should include location, asset number, name, date of construction, number of floors, gross area, asset use and any other relevant and discrete asset data. Data shall be provided to VFA in spreadsheet or database format to be uploaded to VFA.facility. Additionally, any information regarding site maps, principal asset activities, occupancy schedules, any outstanding asset code violations, recent studies such as ADA or roofing inspections will be reviewed as made available by Travis County. Additional sources of information may also be reviewed as mutually agreed upon.

VFA’s field team leaders will conduct a pre-survey conference with the County’s key facility managers, plant maintenance managers, and specialized staff members who will work with the VFA team. The VFA team will conduct briefings with the plant maintenance staff to ascertain information specific to the performance of systems at each asset. These interviews will occur at the pre-survey meeting and again at the beginning of any additional trips.

3 Field Survey – Detailed Facility Condition Assessment

VFA’s assessment professionals will visually inspect all of the assets included in the scope of the project to identify deficient conditions and assess the remaining lifecycle of major asset systems. The teams will document any observed requirements taking digital photographs during the survey.

The survey will include a visual inspection of the following systems:

▪ Substructure	▪ Plumbing Fixtures
▪ Superstructure	▪ Domestic Water Distribution
▪ Exterior Walls	▪ HVAC Systems
▪ Exterior Windows	▪ Heat Generating Systems
▪ Exterior Doors	▪ Cooling Generating Systems
▪ Roofing	▪ Distribution Systems
▪ Partitions	▪ Terminal & Package Units
▪ Interior Doors	▪ Controls & Instrumentation

▪ Fittings	▪ Fire Protection
▪ Stairs	▪ Electrical Service & Distribution
▪ Wall Finishes	▪ Lighting and Branch Wiring
▪ Floor Finishes	▪ Communications & Security
▪ Ceiling Finishes	▪ Equipment and Furnishings
▪ Conveying	

The inspection of the asset interiors will include all mechanical and electrical rooms, as well as a reliable representative sampling of similar rooms such as offices, classrooms, cafeterias and assembly areas. Resultant requirements will be identified for the entire asset or system and not by individual room or component. The inspections of the asset exteriors will include an approximate ten-foot perimeter of the asset and the areas adjacent to and/or attached to the asset that are inherent to the asset's use, such as ramps, stairs, paving, landscaping, and exterior wall mounted lighting.

The assessment team will require access to areas which are often secured by our clients, such as mechanical / electrical rooms and roof areas. For secure areas, a specialized County staff member will need to accompany the team for the duration of the on-site work, or keys will be made available to the assessment staff. If keys are provided, VFA may request assistance from County staff to locate areas not denoted on plans, such as roof hatches.

As intrusive and destructive testing such as infrared, roofing core sampling, soil testing, generator testing, hazardous material testing, etc is often very costly and disruptive, VFA does not include them as part of our standard assessment methodology. If observed field conditions warrant further testing, VFA will make recommendations as appropriate.

4 Documentation of Asset Information and Conditions

Asset Descriptions: Upon return from the field, the survey team enters the results of the survey into VFA.facility. A narrative summary of the facility is documented in the asset description. Further detail of the systems is recorded in the systems descriptions. This information is useful for having documents of record regarding the basic information and construction of the facility.

System Models and Conditions: After completing asset system descriptions, the survey team will build a database of knowledge about the facilities. System models are an integral feature of VFA's methodology and are used in the VFA software to calculate asset replacement values. The system models are also used to derive the system condition index (SCI). The SCI is used in benchmarking the systems relative physical condition in relation to other systems. It's useful for identifying where critical, and often limited funding dollars, should be spent. In addition, development of systems models is critical in benchmarking the assets' relative physical condition (FCI), and determining future capital renewal costs. The system models created for Travis County will allocate the total construction / replacement cost of the asset among several different asset systems following the NIST Unifomat Category II Elemental Classification system. The asset costs consist of several different cost components, such as structure, exterior walls, interior finishes, windows, doors, electrical systems, and mechanical systems. When building a cost model for a particular asset, or for like groups of assets, the model is intended to be representative of the various line items that make up the total construction of the asset.

During the field assessment, the VFA survey team will determine the overall condition of each of the systems established in the model by estimating the "Years Remaining" for that system. This information is also critical in determining future capital renewal forecasts. Based on the information gathered in the

inspection, Travis County will have an understanding of the reinvestment rate required on an annual basis to replace components that have reached or exceeded the end of their useful lives.

Requirements: Requirements are issues such as systems or components that are unsafe, broken / damaged, can no longer perform the intended function, are approaching or have exceeded their useful life spans, do not conform to current codes or may be an improvement to the facility such as an energy conservation project. The survey will typically include capital needs versus operational such as major repair to air handling unit vs. changing fan belt. Capital vs. operational expenses is often set by a dollar minimum threshold, such as \$5,000 and will be agreed upon at beginning of project. Each requirement is individually classified by priority, category (cause of issue), system, and inspector, thereby allowing for multiple queries and flexible data analysis. If required, additional classifications specific to client sites can also be accommodated via properties created by the project manager or County site administrator. We have standard requirements classifications as follows that will be reviewed with the County and modified if necessary:

Priority

The priority designates the time, in which year, that the inspector recommends the requirement be addressed. This is based on the best judgment that can be made at the time of inspection and only on the condition of the system or building component. This evaluation does not factor in urgency based on business importance; such factors may be applied by another data classification such as "mission criticality". For example, if a generator is recommended to be replaced within 5 years based on its expected remaining useful life, it would be classified as a Priority 3. However, Travis County may deem that because the generator provides critical systems backup, it is more urgent and therefore decide to replace it sooner. VFA's recommended P3 is based on condition. Travis County may promote the priority if planning decisions are based on priority (P1's first).

Priority 1 Currently Critical (typically within 1 year from observed condition)

Conditions in this category require immediate action.

- Life safety hazard
- Current code violation
- Return a facility or equipment to operation

Priority 2 Potentially Critical (typically 2 years from observed condition)

Conditions in this category, if not corrected expeditiously, will become critical within a year.

- Potential life safety hazard
- Rapid deterioration which will lead to loss of facility operation

Priority 3 Necessary - Not yet critical (typically 5 years from observed condition)

Repairs which provide a rapid return on investment, often including energy efficiency projects

- Building or site improvements uncompleted due to inadequate funding or other reasons
- Repairs which will preclude predictable deterioration, potential downtime, and / or higher short-term maintenance costs, or replacement of building components which have exceeded their predicted useful life

Non-time Critical

Conditions in this category include items that represent a sensible improvement to existing conditions, a grandfathered code issue or any issue that is not recommended for action in a specific time frame.

Category

Categories are used to classify the cause or reason for the requirement.

<ul style="list-style-type: none">▫ Code Compliance<ul style="list-style-type: none">▫ Accessibility▫ Building Code▫ Life Safety▫ Grandfathered Code▫ Operations<ul style="list-style-type: none">▫ Energy▫ Maintenance▫ Security▫ Planned Major Refurbishments▫ Environmental<ul style="list-style-type: none">▫ Air/Water Quality	<ul style="list-style-type: none">▫ Functionality<ul style="list-style-type: none">▫ Mission▫ Modernization▫ Plant Adaptation▫ Obsolescence▫ Capacity/Design▫ Integrity<ul style="list-style-type: none">▫ Appearance▫ Reliability▫ Beyond Useful Life
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Corrective Actions

VFA's building professional will recommend a corrective action for each requirement accompanied by a construction estimate using RSMMeans™ Construction and Facilities Maintenance and Repair Costs data embedded in VFA.facility. In certain cases, a non-RSMMeans estimate makes more sense and can be easily entered as such. All cost estimates, as well as the entire cost estimating database will be updated annually for active VFA.facility sites.

Cost updates are available to licensed users with annual software support and maintenance agreements in place. This capability is critical to the ongoing use of assessment data because without these updates, cost estimates would not remain accurate over time.

Digital Photos: VFA will import digital photos to visually support existing field conditions. A selection of photographs of the asset exterior and the critical requirements within each asset will be imported into VFA.facility and link to requirements where a supporting photo is beneficial.

5 Targeting and Facility Condition Index

Once the facilities assessment data has been collected and entered into the database, and action methodologies and costs have been established, benchmarking the condition of the facilities can begin. VFA has automated a standard process to assess the relative condition of assets, facilitating comparison both within and among institutions. A Facility Condition Index (FCI) will be calculated for each asset evaluated. The FCI is determined by dividing the total value of the existing requirements by the current replacement value for the asset. The poorer the facility's condition is, the higher the FCI. Over the years, VFA has found that there are varying interpretations of how to calculate the FCI. In response, VFA developed the configurable FCI in VFA.facility. VFA's project manager will configure how the FCI is calculated by adjusting two variables, 1) including/excluding individual requirement categories, and 2) the time frame from the current date (example; 2 year time frame will include requirements with recommended action dates up to 2010 for a report run in 2008). Our recommended starting point for how the FCI is calculated parallels the most common industry definition of deferred maintenance divided by

current replacement value (CRV) and includes only categories which are strictly condition-based (excludes improvements, grandfathered code issues, etc.) and includes a one (1) year time frame. However we can vary the definitions to match your FCI definition most closely.

6 Report Generation and Deliverables

VFA's capital planning and management software provides tremendous utility through the built-in analytical capabilities accumulated from similar projects over the course of years. Powerful text and graphical reports (either on an individual or consolidated basis) are available with VFA's software to show funding profiles and planned major maintenance, as well as the results of both the deferred maintenance and the future renewal calculations.

As printed reports are only a snapshot in time and do not represent the dynamic nature of the data contained in VFA.facility. Following the conclusion of the assessments, data entry, costing and quality control, the VFA project manager, will conduct a WebEx with the County to provide guidance for reviewing data and review the reporting capabilities contained in VFA.facility. This methodology of on-line customer review and collaboration has proven extremely effective in not only data ownership but VFA.facility familiarization.

Following conclusion of the assessments, data entry and costing, VFA will provide one electronic copy of a Draft Facilities Condition Report including:

1. Client Summary Data:
 - a. Asset lists and summaries – by age, use, FCI
 - b. Deferred maintenance summaries – presented by priority, system and category and cross tabular format
 - c. System renewal forecasts and SCI reports
 - d. Asset snapshots – asset descriptions, systems information, requirement lists

VFA will review this report with Travis County on the active website, providing guidance for reviewing data and format and request comments back from the County within three weeks from draft submission.

The Final Facilities Condition Report documents the findings and presents analyses and will include the following sections:

1. Executive Summary
2. Assessment Methodology
3. Portfolio Capital Needs and Funding Analysis – see description to follow
4. Client Summary Data:
 - e. Portfolio Data Summary [Region and Campus level summaries]
 - f. Asset Summaries – by age, use, FCI
 - g. Deferred Maintenance Summaries – presented by priority, system and category and crosstabular format
 - h. System Renewal Forecasts

The County will be responsible for acceptance and signoff of final report. VFA's project management team will deliver a presentation of findings to Travis County's project team as part of the project close out proceedings. It may also be beneficial for VFA to present to the County's executive team to assist in

delivering key messages of the project and support the County's future strategic direction. This presentation will be provided by VFA's project management team at an additional fee.

7 Capital Needs and Funding Analysis

In this phase of the methodology, VFA's capital planning and management software will be used to determine the long-term system renewal costs and timing. In addition, multiple funding options will be presented and a comparative analysis of these funding options will be discussed. Travis County will be able to ascertain the impact of various funding levels on the FCI of the assets, or alternatively, the funding requirements to achieve a specific asset FCI.

Based on the criteria selected, VFA's software will calculate the long-term renewals for the assets and systems included in the project utilizing the previously developed system models and systems conditions evaluation. The resulting funding analysis can then be used in the strategic planning and funding analyses developed by VFA in coordination with Travis County.

Trade-offs between competing funding requirements can be analyzed based on criteria and logic that VFA will establish with the County to ensure consistent, equitable, goal-oriented, needs-based, and most efficient capital planning. This analytical capability is critical to the effective allocation of capital renewal funding to the various entities. Related or dependent renewal projects are associated with each other and with other functional requirements to ensure an appropriate integrated perspective to capital planning. The most obvious example of this need is the "repair or replace" analysis for severely deficient facilities. Similar analysis can be conducted for "component renewal vs. gut renovation" analysis of moderately deficient facilities, or "repair vs. replace" analyses for individual asset systems.

8 Quality Assurance and Project Communications

VFA ensures a quality project through a comprehensive quality assurance program. Data is reviewed by team members, project managers and the designated QA manager for the project before submission for review by Travis County. A preliminary draft report will be submitted to the County after 10% of assets have been evaluated and entered into VFA facility. This preliminary report will give the County an opportunity to review content, including a review of data classifications (such as priorities, categories, and systems), general consistency of overall estimates, and report format. This step assures that VFA is delivering quality products and services to its clients by allowing clients to review reports before they are complete and allowing the County's review comments to impact the final deliverable.

VFA's project manager will implement the necessary communication protocols with the County's staff as needed to execute the project in an efficient, timely and productive manner. Project meetings will be conducted periodically as is appropriate to the scale and duration of the project. The project manager will maintain an up to date project schedule, report on progress monthly or as required by Travis County, record meeting minutes and track project communications.

In addition, VFA will establish a read-only user account during the course of the project which will allow the County to monitor progress, review data, and make comments on facility condition assessment data once it has been submitted for review.

Attachment B

Facility Condition Assessment Building List

Building Name	Building Square Footage
Starflight	11,500
Pct 1 Tax Office	580
International Cemetery - Maint Building	160
Satellite Three	23,626
Keith Ruiz Building	58,000
Manchaca Community Center	2,500
Bob Wentz Park Ranger House	1,800
Pace Bend Park Ranger House	1,800
Eastside Service Center - Fleet	36,444
Eastside Service Center - Admin	4,932
Eastside Service Center - Town Hall	3,460
Eastside Service Center - Crew Building	2,557
Eastside Service Center - Sign Shop	4,718
Westside Service Center - Admin Bldg	9,244
Westside Service Center - Meeting Hall/Office	35,362
Nootsie House	2,105
Eastside Service Center - Warehouse	7,230
Eastside Service Center - Covered Parking	6,000
Expo Center - Main Arena & Skyline Club	96,080
Expo Center - Banquet Hall	22,500
San Antonio Parking Garage	78,144
N. Granger Parking Garage	197,120
Sub Total	605,862

Client-Provided Data Migration - Only Building List

Palm Square	38,391
Sub Total	38,391



3-12-09 at 3:55pm

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 3/10/09

Voting Session: Tuesday, March 17, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS080260DG FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES TO STRUCTURES PE, LLP (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

The proposed Modification No. One will increase the contract by \$5,000.00, from \$13,500.00 to \$18,500.00 for additional Structural Engineering Services required. Since this modification will increase the contract by 25%, Commissioners Court approval is required.

The original contract PSA No. PS080260DG, with Structures PE, LLP, in the amount of \$13,500.00, was approved by the Purchasing Agent on August 11, 2008. The required services will provide structural engineering services for the design of a new Precinct One Building in contemplation of renovating the existing building located on the corner of Heflin Lane and Springdale Road.

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

Not applicable



*Diana
2.26.09
MB*

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: PCT1-06-09B-1N

FILE: 200

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Amy Lambert, AIA, Project Manager

DATE: February 20, 2009

SUBJECT: Precinct One New Office Building
Contract Modification No. 1, Structures, Inc.
Contract No. PS080260DG

*Roger El Khoury
Amy Lambert 2.20.09*

RECEIVED
TRAVIS COUNTY
2009 FEB 26 AM 9:54
PURCHASING
OFFICE

This Contract Modification Number 1 is for changes to the contract with Structures, Inc., a structural engineering firm scheduled for the design of the new Precinct One building

This Contract Modification will increase the contract by \$5,000.00 from \$13,500.00 to \$18,500.00 and will have no effect on the schedule. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable.

Funds for this Contract Modification are in account 001-1405-821-6099 and are encumbered under the requisition number 463408. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for your approval. If approved, please issue a fully executed Contract Modification Number 1 to Structures, Inc. Please call Amy Lambert at extension 4-6409 if you have any questions.

ATTACHMENTS:

- 1. Three signed originals of Contract Modification Number 1
- 2. Structures Proposal

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD

Account Balance Inquiry

Last Updated 3-12-09 at 3:55pm

Fiscal Year	:	2009
Account number	:	1-1405-821.60-99
Fund	:	001 GENERAL FUND
Department	:	14 FACILITIES MANAGEMENT
Division	:	05 PROJECT MANAGEMENT SVCS
Basic activity	:	82 CAPITAL AQUISITION FUNDS
Sub activity	:	1 GENERAL GOVERNMENT
Element	:	60 OTHER PURCHASED SERVICES
Object	:	99 OTHER
Budget	:	48,070
Encumbered amount	:	42,286.56
Pre-encumbered amount	:	5,206.60
Expenditures	:	202.76
Total expenditures	:	47,695.92
Balance	:	374.08

Press Enter to continue.

F3=Exit F12=Cancel

REQUISITION BY: ANGELA DAVIS 854-9084
 SHIP TO LOCATION: FACILITIES MANAGEMENT
 SUGGESTED VENDOR: 68966 STRUCTURES PE LLP

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	STRUCTURAL ENGINEERING SERVICES- NEW PCT 1 OFFICE BUILDING SCHEMATIC DESIGN 15% COMMODITY: MISCELLANEOUS SERVICES SUBCOMM: DESIGN SERVICES	750.00	DOL	1.0000	750.00	
2	DESIGN DEVELOPMENT 20% COMMODITY: MISCELLANEOUS SERVICES SUBCOMM: DESIGN SERVICES	1000.00	DOL	1.0000	1000.00	
3	CONSTRUCTION DOCUMENTS 20% COMMODITY: MISCELLANEOUS SERVICES SUBCOMM: DESIGN SERVICES	2000.00	DOL	1.0000	2000.00	
4	BIDDING & NEGOTIATION 5% COMMODITY: MISCELLANEOUS SERVICES SUBCOMM: DESIGN SERVICES	250.00	DOL	1.0000	250.00	
5	CONSTRUCTION ADMINISTRATION 20% COMMODITY: MISCELLANEOUS SERVICES SUBCOMM: DESIGN SERVICES	1000.00	DOL	1.0000	1000.00	

REQUISITION TOTAL: 5000.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00114058216099	KP1005	750.00
2	00114058216099	PCT.1 NEW BUILDING	1000.00
3	00114058216099	KP1005	2000.00
4	00114058216099	PCT.1 NEW BUILDING	250.00
5	00114058216099	KP1005	1000.00
		PCT.1 NEW BUILDING	5000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: PS080260DG, STRUCTURAL ENGINEERING SERVICES

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: **Diana Gonzalez**
TEL NO: (512) 854-5860
FAX NO: (512) 854-9185

DATE PREPARED:
February 24, 2009

ISSUED TO:
Structures PE, LLP
1018 West 11th Street, Suite 100
Austin, Texas 78703

MODIFICATION NO.:

One

EXECUTED DATE OF ORIGINAL CONTRACT:
August 11, 2008

ORIGINAL CONTRACT TERM DATES:

CURRENT CONTRACT TERM DATES:

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 13,500.00

Current Modified Amount NTE \$ 18,500.00

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.

A. Reference Exhibit 1, Section 1, Paragraph 1.1 The Fixed fee for the performance of the Basic Services is changed from \$12,500.00 to \$18,500.00, an increase of \$5,000.00. In addition, the items listed in paragraph 1.1.1 are hereby modified as follows:

(i) Schematic Design 15%	\$1,875.00	\$2,625.00
(ii) Design Development 20%	\$2,500.00	\$3,500.00
(iii) Construction Documents 40%	\$5,000.00	\$7,000.00
(iv) Bidding and Negotiation 5%	\$625.00	\$875.00
(v) Construction Administration 20%	\$2,500.00	\$3,500.00

B. Reference Exhibit 1, Section 6 – The Total Professional Services Agreement Sum, consisting of Basic Services Fee plus the Not-to-Exceed Reimbursable Expense, is changed from the Not-to-Exceed amount of \$13,500.00 to the Not to Exceed amount of \$18,500.00, an increase of \$5,000.00. There is no change to the NTE Reimbursable Expense.

C. The purpose of this modification is to incorporate additional Structural Engineering Services as defined in the Consultant's proposal, attached hereto and made a part hereof.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: STRUCTURES PE L.L.P.

DBA

BY: [Signature]
SIGNATURE

CORPORATION

OTHER

BY: JERRY GARCIA
PRINT NAME

DATE:

2/26/09

TITLE: PRINCIPAL
ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

DATE:

BY: [Signature]
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

3/10/09

TRAVIS COUNTY, TEXAS

DATE:

BY: [Signature]
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

Basic Structural Engineering Services

Schematic Design (15%)

- Participate in initial concept meetings
- Establish structural design concepts
- Evaluate and select appropriate structural systems and materials
- Prepare a summary report or preliminary drawings to illustrate the general components and layout of the structural systems
- Assist in defining geotechnical investigation requirements
- Coordinate with other consultants

Design Development (20%)

- Participate in design development conferences
- Assist in coordination of structural systems with systems used by the architect and other consultants
- Prepare preliminary design drawings indicating general materials, general and critical sizes, and critical details

Construction Documents (40%)

- Participate in scheduled meetings
- Coordinate with other consultants
- Prepare contract plans and review specifications for construction on CADD using the architectural electronic backgrounds
- Consult on non-structural elements and review the effect of elements not included in the Primary Structural System, but which are attached thereto and designs the structure to accept and support such elements, e.g., curtain wall, steel stairs, miscellaneous metals, and elevators
- Perform checking and coordination of the structural documents
- Assist in establishing material testing and inspection requirements

Bidding and negotiation (5%)

- Clarify structural drawings
- Prepare addenda and RFI responses
- Recommend the award of work to contractors

Construction administration services (20%)

- Participate in pre-construction conferences
- Review shop drawings (10 day turn around) and submittals
- Clarify plans
- Make periodic site visits for general site observations as defined by Section 4.5 of the A.I.A. Document C141

Fees for Basic Services

The above listed services will be provided for a fixed fee of \$17,500.00 (Seventeen thousand five hundred dollars), plus reimbursable expenses. Breakdown for invoicing:

Schematic Design	15%	\$2,625.00
Design Development	20%	\$3,500.00
Construction Documents	40%	\$7,000.00
Bidding and Negotiation	5%	\$ 875.00
Construction Administration	20%	\$3,500.00
Total		\$17,500.00

- Statements will be submitted monthly and the total fee due upon the completion of the services described therein. Payments will be due five (5) days from the date the architect receives payment from the owner, or 30 days from the statement date, which ever is earlier.
- The above fee is based on drawings and/or proposal request description provided by your office. Should the final size and budget of the project vary significantly; the structural fee will adjust proportionally. Substantial changes to the project or major revisions to work previously completed will be additional services, either at the billing rates describe in this agreement or as negotiated.
- This fee is based on the design of a slab on grade ground level. If a structurally suspended ground floor system is required, our office will provide this design as additional services to be negotiated.
- We will not review shop and erection drawings of materials used in construction ways and means such as formwork, shoring, and bracing.
- The fee does not include the design of exterior site work such as retaining walls, paving, drainage structures, walks, utility structures, flagpole, and light pole foundations, etc., outside the building lines. They will be as additional services to be negotiated.
- This fee does not include drawings of miscellaneous metals normally specified by the Architect in Division 5 of the specifications. We will size the miscellaneous metals to be included on the architectural drawings.
- This fee does not include drawings or calculations for hangers or other items specified in the mechanical and electrical sections.
- This fee does not include design of an exterior curtain wall system.
- Services and special inspections required by code are specifically omitted from this agreement. These services shall be by a separate contract between the owner and a designated engineering testing laboratory.
- We will not provide detailed quantity takes-offs or estimates of construction cost.

Optional Additional Services

- Significant changes to the scope of the project or any changes to substantially completed work.
- Work associated with revising the design and documents to accommodate alternate structural systems.
- Consultation, review or design associated with non-structural elements and their attachments or redesigning previously engineered elements.
- Site observations, construction consultation and/or administration.
- Work required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents.
- Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
- Consultation, review or design associated with landscape or site structures not integral with the building.
- Consultation and review of structural members designed by others.
- Work associated with special purpose structural systems, such as swimming pools, and storage tanks.
- Work associated with the preparation of as-built documents.
- Special structural inspection services.

Hourly Billing Rates

Hourly rates are subject to change without notice on an annual basis.

- | | |
|------------------------------|-------------------|
| • Principal | \$175.00 per hour |
| • Associate Principal | \$125.00 per hour |
| • Senior Project Manager | \$ 90.00 per hour |
| • Project Manager | \$ 75.00 per hour |
| • Engineer In Training | \$ 60.00 per hour |
| • Senior Drafting Technician | \$ 60.00 per hour |
| • Clerical | \$ 50.00 per hour |

PS080260DG
Modification No. 1
Page 5 of 5

Reimbursable Expenses

Reimbursable Expenses are not included in the above fee and will be billed at net cost +10%, not to exceed \$1,000.00.

- Printing, plotting and reproduction Cost + 10%
- Delivery service Cost + 10%

Professional Liability Insurance

StructuresPE, LLP maintains a professional liability insurance policy with an aggregate limit of \$500,000.00 through DPIC Companies, Inc. A certificate of insurance will be furnished upon request. If increased limits are required for this project, the additional premium will be billed as a reimbursable expense.

Please acknowledge acceptance of this proposal by signing below and faxing it back to me.

We recognize you are putting your trust in our performance. We look forward to the opportunity to work with you. If you have any questions regarding our proposal, please contact me directly. If everything is acceptable, please sign the attached agreement and forward at your earliest convenience.

Sincerely,



Jerry Garcia, P.E.
President

08.241





3-12-09 at 3:55pm

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

12

REVISED

Cyd V. Grimes 3/11/09

Approved by: _____

Voting Session: Tuesday, March 17, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 10 TO CONTRACT NO. 07K00254RV, STEWART BUILDERS, LTD., FOR CONSTRUCTION OF NEW BUILDINGS FOR THE TNR EASTSIDE SERVICE CENTER. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Carolyn O'Hara, R.A.; TNR, Joseph P. Gieselman, Executive Manager; Donald W. Ward, P.E., Director, Road Maintenance and Fleet Services

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

➤ **Purchasing Recommendation and Comments:** This contract requires the vendor to provide all labor and materials necessary for the construction of the Fleet Service Building, Warehouse/Sign Shop Building, Administrative/Town Hall Building, Covered Structure A and Covered Structure B at the TNR Eastside Service Center.

The proposed modification will provide for the repair of damaged property including a broken downspout, broken and damaged ceiling tile and grid, and a damaged fuel station canopy. It also includes extended general conditions. These damages were not caused by the contractor's actions, but rather occurred during asphalt installation by county staff. It increases the contract by \$36,795.72, from \$5,503,730.28 to \$5,540,526.00. Due to the fact that the 25% threshold was exceeded by a previous modification (No. 4), each subsequent modification requires court approval.

Modification No. 9 was issued to make minor changes to the project which included IT-related changes in the sign shop, relocation of a waterline connection from the Town Hall to the Admin. Bldg., installation of bollards at the fuel station, installation of acoustic tile ceilings in 5 rooms in the Admin. Bldg. and various other changes. Included was a cost savings of \$12,000.000 for the use of conventional HVAC DX Split systems in the Administrative/Town Hall building. It increased the contract by \$166.00, from \$5,503,564.28 to \$5,503,730.28.

~~Modification No. 8~~ was issued to provide a concrete slab for the fuel station and includes other minor changes to the project. It increased the contract by \$34,270.75, from \$5,469,293.53 to \$5,503,564.28.

Modification No. 7 was issued to provide equipment, installation and material for a fuel station and included other minor changes to the Fleet Service Building. It increased the contract by \$285,701.75, from \$5,183,591.78 to \$5,469,293.53.

Modification No. 6 was issued to provide mechanical and framing changes to support air handler in the Fleet Service Building and included other minor changes to the Administrative/Town Hall Building. It increased the contract by \$16,612.00, from \$5,166,979.78 to \$5,183,591.78.

Modification No. 5 was issued to provide chain link fencing and steel grating for various locations and included other minor changes to the work. It increased the contract by \$3,216.78, from \$5,163,763.00 to \$5,166,979.78.

Modification No. 4 was issued to add the Administrative/Town Hall Building. It increased the contract by \$1,224,269.00, from \$3,939,494.00 to \$5,163,763.00.

Modification No. 3 was issued to provide an interior door and add safety railing at the warehouse. It increased the contract by \$3,272.00, from \$3,936,222.00 to \$3,939,494.00.

Modification No. 2 was issued to add two on-site septic facilities. It increased the contract by \$49,665.00, from \$3,886,557.00 to \$3,936,222.00.

Modification No. 1 was issued to add parking lot lighting and made minor changes to the work including sign shop roofing finishing, overhead ceiling door painting and revisions to the vehicle parking structures. It increased the contract by \$98,557.00, from \$3,788,000.00 to \$3,886,557.00.

➤ **Contract Expenditures:** Within the last 12 months \$5,119,435.46 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$36,795.72

Modification Type: Construction

➤ **Funding Information:**

Purchase Requisition in H.T.E.: Requisition No. 464962

Funding Account(s): 510-1405-801-8105 and 001-1405-525-5004

Comments:

➤ **Statutory Verification of Funding:**

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



Rich
2-27-09
WB

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: ESCC-01-06C-1N

FILE: 802

TO: Cyd V. Grimes, CPM, Purchasing Agent

VIA: Roger A. El Khoury, M.S., P.E., Director *John V. Law for REK*

FROM: Carolyn O'Hara, A.I.A., Project Manager *CJO*

DATE: February 26, 2009

SUBJECT: Eastside Service Center Project
Contract Modification Number Ten, Stewart Builders, Ltd
Contract Number 07K00254RV

This Contract Modification Number Ten is for changes to the construction work at Eastside Service Center Project as described in the attached documentation.

This Contract Modification will increase the contract by \$36,795.72 from \$5,503,730.28 to \$5,540,526 and will increase the project schedule by 105 days. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable. Facilities Management Department recommends approval. Requisition # is 464962.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for Commissioners Court approval on March 10, 2009. If approved, please issue a fully executed Contract Modification Number Ten to Stewart Builders, Ltd. Please call Carolyn O'Hara, AIA, at extension 44285 if you have any questions.

ATTACHMENTS:

1. Three signed originals of Contract Modification Number Ten
2. Supporting documents

COPY TO:

- Alicia Perez, Executive Manager, Administrative Operations
- Amy Draper, CPA, Financial Manager, FMD
- Ben Noack, Architectural Associate, FMD
- Richard Villareal, Purchasing Agent Assistant, Purchasing Office

RECEIVED
 TRAVIS COUNTY
 2009 FEB 26 PM 5:27
 PURCHASING
 OFFICE

*Rich, see e-mail string on this (between Carolyn & I).
 Also, see " " between Roger & Stewart Bld.*

TRAVIS COUNTY CONSTRUCTION CHANGE ORDER

CHANGE ORDER No. 10:

DATE: February 25, 2009

CONTRACTOR:

Stewart Builders, Ltd.
35 County Rd 150
Georgetown, TX 78626

PROJECT:

Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

ISSUED BY:

Travis County Purchasing Office
314 West 11th Street, Rm. 400
Austin, TX 78701
(512) 854-9700 / Fax (512) 854-9185

PROJECT MANAGER:

Facilities Management
1010 Lavaca St., Suite 400
Austin, TX 78701
(512) 854-9661 / Fax (512) 854-9226

DESCRIPTION OF CHANGES:

1. Pursuant to the Texas Local Government Code Section 262.031, the County and the Contractor hereby modify the Construction Contract (including plans and specifications), in accordance with the changes outlined in the following pages attached to this modification, incorporated herein as if set out at length.
2. The Contractor agrees to provide supervision, labor and material in general compliance with the contract documents and as specifically described in the attachments. This Change to the Work includes:

(As listed on following page)

Except as provided herein, all terms, conditions, and provisions of the above referenced contract as heretofore amended, remain unchanged and in full force and effect. Contractor agrees that by executing this Change Order he has been fully compensated for the Work (cost and schedule impact) that is the subject of this Change Order. Contractor agrees to make no further claim, by any type of remedy, in relation to this Modification.

Cost/Schedule Impact:	Increase: \$36,795.72	Decrease: \$0	Add: 105 Days
The original Contract Sum was		\$	3,788,000.00 ✓
Net change by previously authorized Change Orders		\$	1,715,730.28 ✓
The total contract sum prior to this Change Order No. 9		\$	5,503,730.28 ✓
The total contract sum will be increased by this Change Order		\$	36,795.72 ✓
The total contract sum including this Change Order No. 9		\$	5,540,526.00 ✓
The Contract Time will be: increased			105 days
The Substantial Completion Date for the Project as of this Change Order is			March 6, 2009.

AGREED TO: Stewart Builders, Ltd.

Signed: [Signature] 2/26/09
By: John Miles Date
Contractor Project Manager

RECOMMENDED BY: Facilities Management

Signed: [Signature] 2/26/09
By: Roger A. El Khoury, M.S., P.E. Date
Director of Facilities Management

RECOMMENDED BY: Facilities Management

Signed: [Signature] 2/26/09
By: Carolyn O'Hara, A.I.A. Date
Travis Co. Project Manager

AUTHORIZED BY: Travis Co. Purchasing Office

Signed: [Signature] 3/10/09
By: Cyd V. Grimes, C.P.M. Date
Purchasing Agent

APPROVED BY: Travis Co. Commissioners Court

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

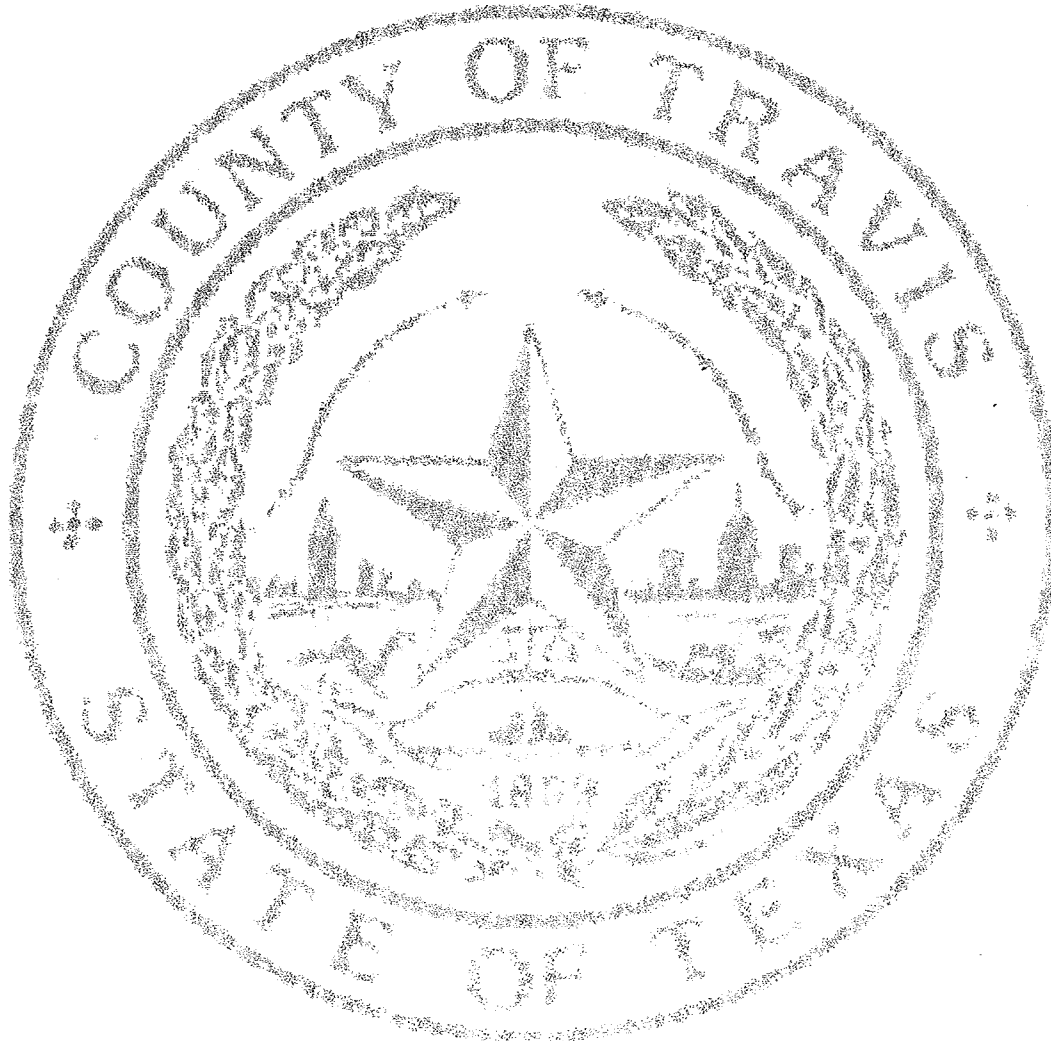
List of Change Order #10 Items includes: *JA*

- 1. CP #56 - \$ 538. to repair broken downspout at warehouse loading dock
- 2. CP #57 - \$10,122. to repair damaged fuel station canopy
- 3. CP #60 - \$ 1469. to repair broken and damaged ceiling tile and grid

Note: damage occurred during asphalt installation by others; not caused by this contractor actions.

- 4. CP #61 - \$24,666.72 for Extended General Conditions

Total: \$36,795.72



REVISED CP#61 To Follow

Facilities Management Department

Eastside Service Center Project
Stewart Builders Claim to Extended General Conditions

Date 2/20/2009

STEWART BUILDERS REQUEST													
Non-Working Days	Rate/Hr	Hours/Mk	Cost Hr/Mk	Vehicle Allow/Mk	Fuel/Mk	Cell Ph/Mk	Cost/Wk	Cost/Mo	Cost/Day	Days	Total Cost		
11/21/08 To 02/01/09													
Project Manager	\$46.15	8.00	\$ 369.20	\$ 50.00	\$ 15.00	\$ 20.00	\$ 454.20	\$ 1,968.20	\$ 64.71	73	\$ 4,723.68		
Superintendent	\$43.27	12.00	\$ 519.24	\$ 50.00	\$ 45.00	\$ 20.00	\$ 634.24	\$ 2,748.37	\$ 90.36	73	\$ 6,566.10		
Assist Project Mgr	\$31.73	8.00	\$ 253.84	\$ -	\$ -	\$ 10.00	\$ 263.84	\$ 1,143.31	\$ 37.59	73	\$ 2,743.94		
Total			\$ 1,142.28	\$ 100.00	\$ 60.00	\$ 50.00	\$ 1,352.28	\$ 5,859.88	\$ 192.65	73	\$ 14,063.71		
Working Days													
02/02/09 To 03/06/09													
Project Manager	\$46.15	30.00	\$ 1,384.50	\$ 78.06	\$ 45.03	\$ 17.32	\$ 1,524.92	\$ 6,607.97	\$ 217.25	32	\$ 6,951.94		
Superintendent	\$43.27	40.00	\$ 1,730.80	\$ 103.93	\$ 75.06	\$ 23.09	\$ 1,932.88	\$ 8,375.81	\$ 275.37	32	\$ 8,511.81		
Assist Project Mgr	\$31.73	16.00	\$ 507.68	\$ -	\$ -	\$ 2.31	\$ 509.99	\$ 2,209.95	\$ 72.66	32	\$ 2,324.99		
Total			\$ 3,622.98	\$ 181.99	\$ 120.09	\$ 42.73	\$ 3,967.78	\$ 17,193.73	\$ 565.27	32	\$ 18,088.75		
STEWART BUILDERS REQUEST													
Lost Company Profit Opportunity of Superintendent													
Total (Non-Working Days + Working Days)											\$ 5,000.00		
Dumpster											\$ 32,152.46		
Temp Toilet											\$ 550.00		
Grand Total											\$ 160.00		\$ 37,152.46
Travis County Offer													
Non-Working Days													
11/21/08 To 02/01/09													
Project Manager	\$46.15	4.00	\$ 184.60	\$ 50.00	\$ 15.00	\$ 20.00	\$ 269.60	\$ 1,168.27	\$ 38.41	73	\$ 2,803.84		
Superintendent	\$43.27	8.00	\$ 346.16	\$ 50.00	\$ 45.00	\$ 20.00	\$ 461.16	\$ 1,998.36	\$ 65.70	73	\$ 4,766.06		
Assist Project Mgr	\$31.73	4.00	\$ 126.92	\$ -	\$ -	\$ 10.00	\$ 136.92	\$ 593.32	\$ 19.51	73	\$ 1,423.97		
Total			\$ 657.68	\$ 100.00	\$ 60.00	\$ 50.00	\$ 867.68	\$ 3,759.95	\$ 123.61	73	\$ 9,023.87		
Travis County Offer													
Working Days													
02/02/09 To 03/06/09													
Project Manager	\$46.15	15.00	\$ 692.25	\$ 78.06	\$ 45.03	\$ 17.32	\$ 832.67	\$ 3,608.22	\$ 118.63	32	\$ 3,796.04		
Superintendent	\$43.27	40.00	\$ 1,730.80	\$ 103.93	\$ 75.06	\$ 23.09	\$ 1,932.88	\$ 8,375.81	\$ 275.37	32	\$ 8,811.81		
Assist Project Mgr	\$31.73	16.00	\$ 507.68	\$ -	\$ -	\$ 2.31	\$ 509.99	\$ 2,209.95	\$ 72.66	32	\$ 2,324.99		
Total			\$ 2,930.73	\$ 181.99	\$ 120.09	\$ 42.73	\$ 3,275.53	\$ 14,193.98	\$ 466.65	32	\$ 14,932.84		
Travis County Offer													
Lost Company Profit Opportunity of Superintendent													
Total (Non-Working Days + Working Days)											\$ -		
Dumpster											\$ 23,956.72		
Temp Toilet											\$ 550.00		
Grand Total											\$ 160.00		\$ 24,666.72

From: ROGER EL-KHOURY
To: iainsproull@stewartbuildersltd.com
CC: bradstewart@stewartbuildersltd.com; Carolyn ohara; Cyd Grimes; Fraser...
Date: 2/20/2009 11:33 AM
Subject: Extended General Conditions
Attachments: Extended General Conditions - Claims.pdf

Hi Iain,

I want to thank you for the work Stewart Builders have done at the Eastside Service Center. Unfortunately that the site development permit from the City of Austin took longer than I expected. Consequently, according to section 8.3 of our specifications, Stewart Builders is entitled for extended general conditions. I have reviewed Stewart builders's request for extended general conditions for \$39,018 and I have the following comments:

1. I agree with the cost charged as requested for vehicle allowance, fuel, cell phone, dumpster, temp toilet.
2. The County does not pay for the lost company profit opportunity of Superintendent of \$5,000.
3. The hours for non-working days for your employees should be reduced to 4, 8, 4 per week from 8, 12, 8 per week respectively. The justification is that the resources are pulled elsewhere while keeping a periodic watch on the site.
4. I agree with the hours for working days for your superintendent and office assistant of 40 per week and 16 hours per week respectively.
5. I don't agree with the hours for working days for your project manager of \$30 hours per week. It should be reduced to 15 hours per week. The justification is that when we have the project in full mode with all trades working, your project manager has other projects to attend. Now, with few trades working, the working hours should not be more than when the project was on full mode, i.e. when all trades were working. Therefore, it is fair and reasonable to reduce the hours from 30 per week to 15 hours per week.

Therefore, I calculated the cost of extended general conditions as I mentioned above and I offer to Stewart Builders a fair and reasonable cost of the extended general conditions of \$24,666.72.

Attached is a spreadsheet showing your requested cost and what the county offers in detail. If you agree of what the County offers Stewart Builders of the extended general conditions of \$24,666.72, please send me an acknowledgment in your company letterhead with your signature and I would get it approved through the channel in Travis County.

P.S. A letter from Stewart Builders was filed with the County that Stewart builders demobilized on October 13, 2008 while the project substantial completion date was November 20, 2008. That is 44 days of non-working days. The County was paying full general conditions and supervision in these 44 days. Please take this 44 days into account when you consider my offer and making your decision to accept my offer or not.

Thank you!

12/16/2008 16:12 IFAX ifax@stewartbuildersltd.com

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #57

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 12/16/2008

Description:

Repair Fuel station canopy damage by TNR truck. TNR dump truck hit SE corner of fuel station canopy with raised dump bed on 12/2/08.

Price quote from Lane Supply, manufacturer, good for 15 days.

Total This Cost Proposal

\$ 10,122

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

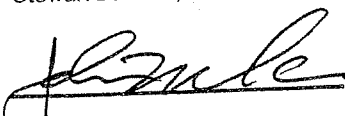
N/A

Additional Time Required

0 days

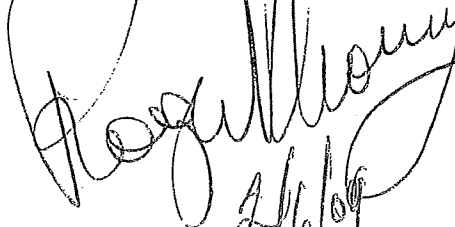
APPROVED

CONTRACTOR:
Stewart Builders, Inc.


John Miles
Project Manager

TRAVIS COUNTY
FACILITIES MAINTENANCE DEPARTMENT
ROGER EL KHOURY, PE, DIRECTOR

OWNER:
Travis County Facilities Management


Roger El Khoury, PE
Director

COST PROPOSAL DETAIL

DESCRIPTION	QTY	UNIT	UC LAB	LABOR COSTS	UC MAT.	MAT COSTS	SUB	SUB COST	SUB COSTS
Repair canopy	1	EA		\$0		\$0	\$8,587.00	\$8,587	\$8,587
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
SUBTOTALS				\$0		\$0.00		\$8,587.00	\$8,587

SUBTOTAL SUBCONTRACTORS \$8,587

MARKUP

GC OH & PROFIT	15%	on	\$	8,587	\$1,288
	10%	on	\$	-	\$0
	7.5%	on	\$	-	\$0

TOTAL OH & P \$1,288 \$9,875

BONDS 2.5% on \$9,875 \$247

TOTAL CHANGE ORDER \$10,122

12/16/2008 16:13 IFAX ifax@stewartbuildersltd.com
Dec 15 2008 5:50 HP LASERJET FAX

No. 1058 P. 1

Dec. 15. 2008 4:32PM Lane Supply



PROPOSAL/SALES ORDER

Lane Supply, Inc.
120 Fairview
Arlington, Texas 76010
PH: 817-261-9116
FAX: 817-275-1660

PROPOSAL SUBMITTED TO: ("CUSTOMER")		250723	PHONE #:	(512)763-8900	DATE	12/12/08
STREET		JOB NAME		TRAVIS COUNTY TNR ESSC		
35 CR 150		JOB LOCATION		HWY 969 & HWY 973 E. TRAVIS COUNTY, TX		
CITY, STATE AND ZIP CODE		ATTENTION		BID #		
GEORGETOWN, TX 78626		JOHN MILES		305024		

8,587.00

WE PROPOSE TO:

- REPAIR
- REPAIR DAMAGE TO CANOPY FROM BEING HIT BY A DUMP TRUCK
- DEMO DAMAGED (1) DECK PAN, (3) PC GUTTER, (3) FASCIA PANELS, (3) CLEATS, (3) OUTRIGGERS, (3) TOP ANGLES
- STRAIGHTEN BOWED PURLIN BEAM

FURNISH & INSTALL THE FOLLOWING:

- (1) SL-316 DECK PAN, EMBOSSED, WHITE, 20 GA.
- (3) PC LANE STD PERIMETER GUTTER, 5" X 7" WHITE, 24 GA.
- (3) GUTTER CLEATS
- (3) OUTRIGGERS
- (3) TOP ANGLES
- (3) 36" TALL ACM FASCIA PANELS, 3MM NRG GREEN
- (1) LOT FASTENERS & CAULK

RE: SURVEY & PICTURES

RE: LSC #38756

TAX EXEMPT - GOVERNMENT PROJECT - INCLUDES: MATERIAL, LABOR, DRAWINGS, FREIGHT.

EXCLUDES: FOOTINGS, SIGNS, ELECTRICAL, PERMITS, INSPECTIONS, UNION LABOR, AND ITEMS NOT LISTED ABOVE

"DUE TO THE VOLATILITY OF RAW MATERIAL PRICING... THIS BID IS VALID FOR 15 CALENDAR DAYS ONLY & SHIPMENT IS REQUIRED WITHIN 60 DAYS OF ORDER DATE OR IS SUBJECT TO REVISIONS. *40% DOWN PAYMENT WITH ORDER WILL OVERRIDE PRICE REVISION RISK!"

LANE SUPPLY, INC. ("LANE") proposes to furnish materials and/or labor in accordance with all of the specifications listed above and in accordance with all of the terms and conditions listed on the reverse side, for the sum of:

8,587.00

Representative: DEAN GUSTON

Terms: CASH ON COMPLETION

This LANE Authorization is based upon the work guarantee explained on the reverse side of this form (see Paragraph 0.02)

Authorized LANE Signature: JOHNNY MEEK

Note: This proposal may be withdrawn by LANE if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions along with all of the terms and conditions of the reverse side of this form are satisfactory and are accepted. By signing this proposal, I am stating that I have the authority to bind the Customer to all of the terms and conditions listed on this proposal and that I have read and signed the reverse side of this form. LANE is authorized to do this work as specified. Payment will be made as outlined above.

Date of Acceptance: _____
Authorized Customer Signature: _____
Authorized Customer Signature: _____

Original copy must be returned to LANE before construction commences.

12/16/2008 16:29 IFAX ifax@stewartbuildersltd.com

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #58

Contractor:
Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:
TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 12/16/2008

Description:

Replace damaged/dented downspout at Sign Shop/Warehouse loading dock canopy, Column Line "F".
Downspout damaged by being hit by equipment during asphalt paving operations.

Pricing good for 15 days.

Total This Cost Proposal	\$ <u>538</u>
---------------------------------	---------------

Original Contract Sum	<u>N/A</u>
Total Previously Approved Change Orders	<u>N/A</u>
Total Contract Sum Prior To This Cost Proposal	<u>N/A</u>
Revised Contract Sum Including This Cost Proposal	<u>N/A</u>

APPROVED

Additional Time Required 0 days

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
ROGER A. EL KHOURY, P.E., DIRECTOR

CONTRACTOR:
Stewart Builders, Inc.


John Miles
Project Manager


2/16/09

OWNER:
Travis County Facilities Management

Roger El Khoury, PE
Director

COST PROPOSAL DETAIL

DESCRIPTION	QTY	UNIT	UC LAB	LABOR COSTS	UC MAT.	MAT COSTS	SUB	SUB COST	SUB COSTS
Downspout	1	EA		\$0	\$306.08	\$306		\$0	\$306
Labor - R&R	1	EA	\$150	\$150		\$0		\$0	\$150
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
SUBTOTALS				\$150		\$306.08		\$0.00	\$456

SUBTOTAL SUBCONTRACTORS \$456

MARKUP

GC OH & PROFIT	15%	on	\$	456	\$68	
	10%	on	\$	-	\$0	
	7.5%	on	\$	-	\$0	
TOTAL OH & P					<u>\$68</u>	<u>\$524</u>
BONDS	2.5%	on	\$	\$524	<u>\$13</u>	
TOTAL CHANGE ORDER					<u>\$538</u>	

12/16/2008 16:29 IFAX ifax@stewartbuildersltd.com



RED DOT DIRECT

P.O. BOX 1240
ATHENS, TX 75751

PHONE 903-675-6980
FAX 903-675-9185
800-657-2234

RED DOT DIRECT ORDER

COMPANY NAME:

NAME:

John Miles (Revised 07321 Downspout)

DATE:

12/5/2008

PHONE NUMBER: ()

FAX NUMBER: ()

MATERIAL LIST:

QTY	DESCRIPTION
1	T7-L Downspout w/ko 26 GA 18'- 9" Almond
3	T10 Downspout Strap 26 GA Almond
1	FREIGHT

Amount: \$282.75

Tax: \$23.33

TOTAL: \$306.08

TERMS: NET DUE UPON RECEIPT

*Please authorize by signing below and return to Red Dot via fax at (903) 675-9185.
By signing below you are taking the responsibility that all quantities, lengths, and colors are correct. All purchases are non-refundable.*

RED DOT DIRECT

Authorized by:

CUSTOMER

Jeremy Barnett

(Red Dot Rep Name & Date)

(Customer Signature & Date)

DEDICATED TO PROVIDING METAL BUILDING SYSTEMS OF SUPERIOR QUALITY AND VALUE
Due to the volatile conditions which currently affect steel prices in our industry, Red Dot reserves the right to revise pricing for this quote at any point prior to the date of sale.

12/16/2008 16:29 IFAX ifax@stewartbuildersltd.com
DEC-9-2008 05:21A FROM:SMITH BROTHERS 512-918-9867

TO:9312346

SMITH BROTHERS ERECTORS
LEANDER, TX 78641
512-260-8181 (OFFICE)
512-260-8183 (FAX)

QUOTE

DATE: 12-9-08

TO: Stewart

ATTN: John

FAX: 931-2346

BUILDING SIZE: _____

DETAILS: REPAIR ONE DOWNSPOUT TERN

TRAVIS Co.

TOTAL BID \$ 150⁰⁰

LS

THIS QUOTE IS VALID FOR 30 DAYS

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #60

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect

Travis County Facilities Maintenance

Date: 2/16/2009

Description:


Replace damaged Acoustic Ceiling Tiles and Grid.
Damage caused by FMD Low Voltage contractor(s) performing work after ceiling was installed 100%.
Tiles will need to be ordered as well as possible grid. Lead time may take 3-4 weeks.
Tiles/grid to be ordered upon approval of this Cost Proposal.
Proposal for Fleet Building Only

Total This Cost Proposal	\$ 1,469
---------------------------------	-----------------

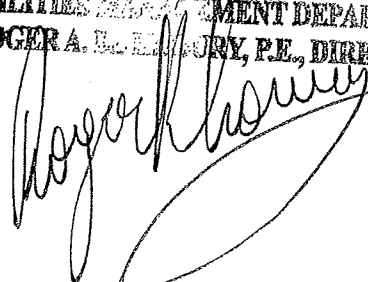
Original Contract Sum	_____ N/A
Total Previously Approved Change Orders	_____ N/A
Total Contract Sum Prior To This Cost Proposal	_____ N/A
Revised Contract Sum Including This Cost Proposal	_____ N/A
Additional Time Required	_____ 0 days

APPROVED

CONTRACTOR:
Stewart Builders, Inc.


John Miles
Project Manager

OWNER:
Travis County Facilities Management

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
ROGER A. EL KHOURY, P.E., DIRECTOR


Roger El Khoury, PE
Director

Change Order

Select Precision Builders, LLC

111 N. Eskew Ln.

Cedar Creek, Texas 78612

512-581-0182 office

512-581-3182 fax

Date: 2-3-09

Owner: _____

Project number: TNR Fleet services Bldg

Change order number: _____

Original contract date: _____

Change (add or delete) the following work to the original contract:

*replace 56 ceiling tile damaged by others
repair & replace misc ceiling work damaged
by others*

Change the original contract amount by:

\$ 1246.00

Payment to be made as follows:

We agree to furnish labor & materials complete in accordance with the above specifications at the price stated above.

General Contractor

Date

Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

Owner

Date

Note: This change order becomes part of the original contract.



3-12-09 at 3:55pm

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

Revised 13

Approved by: _____

Cyd V. Grimes 3/11/09

Voting Session: Tuesday, March 17, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT PS070046ML, RENEA HICKS, FOR LEGAL SERVICES. (COUNTY ATTORNEY)

Points of Contact:

Purchasing: Michael Long

Department: County Attorney: John Hille, Director, Transaction Division

County Attorney (when applicable): Kevin Morse

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.

Commissioners Court approved a Contract with Renea Hicks on October 24, 2006 for legal services to assist the County in a lawsuit, Northwest Austin MUD No. 1 vs. Alberto Gonzales, Attorney General of the United States.

Modification No. 5 will increase the Contract from \$55,000 to \$80,000, an increase of \$25,000. This increase is required for additional legal services.

Modification No. 4 extended the Contract period from January 1, 2009 through December 31, 2009.

Modification No. 3 extended the Contract period from October 24, 2009 through December 31, 2008.

Modification No. 2 increased the Contract from \$43,000 to \$55,000, an increase of \$12,000

Modification No. 1 extended this Contract for an additional year, from October 24, 2007 through October 23, 2008.

- **Contract Expenditures:** Within the last 12 months \$47,495.15 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)
Contract Type: (choose from drop list)
Contract Period: October 24, 2007 through October 23, 2008

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s) 001 1910 5410 4012
- Comments:

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: PS070046ML Renea Hicks PAGE 1 OF 1 PAGES

ISSUED BY: Last Updated 3-12-09 at 3:55pm PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: February 25, 2009
ISSUED TO: Renea Hicks 101 W. 6 th St Suite 504 Austin, TX 78701	MODIFICATION NO.: <p style="text-align: center;">5</p>	EXECUTED DATE OF ORIGINAL CONTRACT: October 24, 2006

ORIGINAL CONTRACT TERM DATES: 10/24/06 - 10/23/07 CURRENT CONTRACT TERM DATES: 1/1/09 - 12/31/09

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: NTE \$43,000.00 Current Modified Amount \$80,000.00.

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.

1. Execution of this modification will increase the not to exceed amount from \$55,000.00 (as amended on modification no. 2) to \$80,000.00, an increase of \$25,000.00, for additional legal services.

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

LEGAL BUSINESS NAME: <u>Law Office of Max Renea Hicks</u>	<input checked="" type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u>[Signature]</u> SIGNATURE	DATE: <u>2/28/09</u>
BY: <u>Renea Hicks</u> PRINT NAME	
TITLE: <u>attorney/owner</u>	

TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u>	DATE: <u>3/10/09</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

GRP1500/QR4BIDS Travis County Purchasing Office - Contract(s) as Listed
 LONGM Purchase Order Expense Summary - Period Queried: 2008/03/04 to 2009/03/04

P.O. #	PO Date	Item#	Qty Ordered	Unit Cost	Ext Cost	CONTRACT #	\$ Qty Recd	Dpt	Building/Dept.
355711	2008/08/05		1,825.00	1.0000	1,825.00	PS070046ML	.00	N	
355711	2008/08/05		37.00	275.0000	10,175.00		5,500.00		
355711	2008/08/05	00018		275.0000	33,000.00		33,000.00	1A	COUNTY ATTORNEY-CRIMIN 1A
355711	2008/08/05	00020	10,000.00	1.0000	10,000.00		8,995.15		
397789	2008/07/17	00018	37.00	275.0000	10,175.00		.00	2A	COUNTY ATTORNEY - CIVI 2A
397789	2008/07/17	00018		275.0000	10,175.00-		.00		
397789	2008/07/17	00020	1,825.00	1.0000	1,825.00		.00		
397789	2008/07/17	00020	1,825.00-	1.0000	1,825.00-		.00		
Expenditures for Contract PS070046ML:				VALUE	55,000.00	SPENT	47,495.15		

Report Grand Total SUM 55,000.00 SUM 47,495.15



3-12-09 at 3:55pm

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

14

Approved by: _____

Cyd V. Grimes 3/11/09

Voting Session: Tuesday, March 17, 2009

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 40, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FM)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Gabe Stock, R.A., Senior Architectural Associate

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Administrative Operations, Alicia Perez, Executive Manager

- **Purchasing Recommendation and Comments:** This procurement action met the compliance requirements as outlined by the statutes.

Facilities Management requests approval for issuance of Job Order No. 40 to Architectural Habitat of Austin, Inc. This job order is issued for minor construction and renovation services to the Facilities Management Department Warehouse at Smith Road. The renovation will be in the area TNR is vacating when they move to the newly constructed East Side Service Center.

The FMD warehouse will be remodeled and used as additional storage space for carpeting, paint, and other spare materials and supplies for Travis County facilities, and will also be used for workshops for FMD staff. Renovation will require demolition of drywall and framing, painting, doors, HVAC, electrical and fencing. Upon approval, Job Order No. 40 will be issued at the total negotiated cost of \$36,728.98.

- **Contract Expenditures:** Within the last 12 months \$1,508,248.67 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is 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.: (Req. No. 465520)
- Funding Account(s): 001-1405-821-5004
- Comments:

➤ **Statutory Verification of Funding:**

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

Marin → ★ *Take to court for approval -*



need explanation of why we are expanding + what we are doing @ warehouse Cgd

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD# SMITH 06-09R-4R

File: 802

TO: Cyd Grimes, CPM, Purchasing Agent

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

Roger El Khoury
ES

FROM: Gabe Stock, R.A., Senior Architectural Associate

DATE: March 05, 2009

SUBJECT: Smith Road- Expansion of FMD Warehouse
Contract No. 07K00307RV – Job Order #40

Facilities Management Department recommends issuance of a purchase order, in the amount of \$36,728.98, to Architectural Habitat for renovation work related to the Facilities Management Department Warehouse at Smith Road. The cost proposal is fair and reasonable. Architectural Habitat is a Job-Order Contractor currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account number 001-1405-821-5004 and are encumbered under the requisition number 465520. The performance period for this work will be 30 days.

Your assistance in posting this item for Commissioner Court approval on the March 17, 2009 Voting Session agenda is greatly appreciated. If you have any questions or need additional information, please call Gabe Stock at extension 45240.

ATTACHMENT:

- 1) Cost Proposal from Architectural Habitat

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, Facilities Management
Richard Villareal, Construction Procurement Specialist, Purchasing Office

RECEIVED
TRAVIS COUNTY
2009 MAR - 5 PM 4: 05
PURCHASING
OFFICE

PROJECT NAME FMD WAREHOUSE
ATTN: GABE STOCK

ARCHITECTURAL HABITAT
1707 WEST KOENIG LANE
AUSTIN TX. 78756
458-2190

FILE SR
DATE 2-27-09
REVISED 3-5-09

DRYWALL	\$ 2,758.00
ADD FRAME/DOOR/HARDWARE	\$ 580.00
JOC-CUT IN DOOR IN EXISTING WALL	\$ 75.00
NON JOC - INSTALL HM DOOR/FRAME	\$ 201.00
NON JOC - INSTALL HW/CLOSURE	
ELECTRICAL	\$ 3,682.00
PAINT	\$ 290.00
HVAC	\$ 8,669.00
FENCING	\$ 4,744.00
OVERHEAD DOOR	\$ 4,175.00
SAW CUT	\$ 1,484.00
DUMPSTER	\$ 600.00
FINAL CLEAN	\$ 250.00
SUPERVISION	\$ 3,500.00

////////////////////////////////////

COST	\$ 31,008.00
O/P	\$ 4,651.20
COST	\$ 35,659.20
BOND	\$ 1,069.78
TOTAL	\$ 36,728.98



TRAVIS COUNTY
FACILITIES MANAGEMENT
DEPARTMENT
1600-B SMITH ROAD
AUSTIN, TEXAS 78741
PHONE: (512) 375-2000
FAX: (512) 375-2000

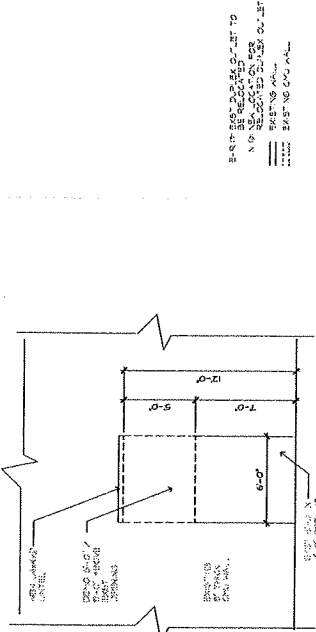
Contract (Stock)
Title
Registration # 20174
date: 03.05.09
This drawing is not to be used for regulatory approval, permitting or construction

FMD
WAREHOUSE EXPANSION
1600-B SMITH ROAD, AUSTIN, TX

PROJECT NO.	SMITH-HASLER
SCALE	AS NOTED
DRAWN BY	GA
CHECKED BY	GA

SHEET TITLE
PLANS

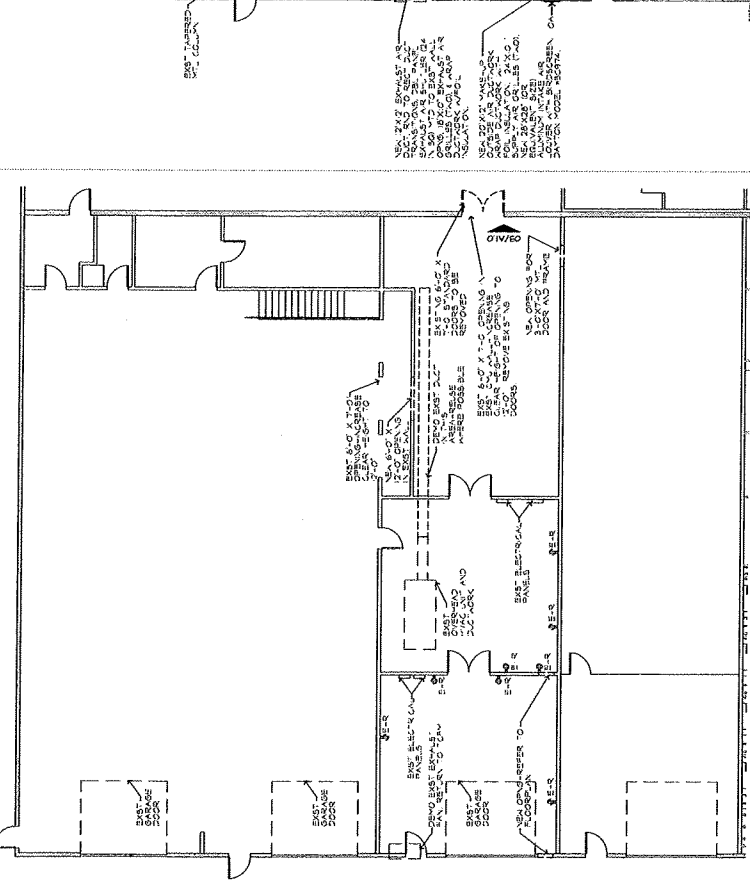
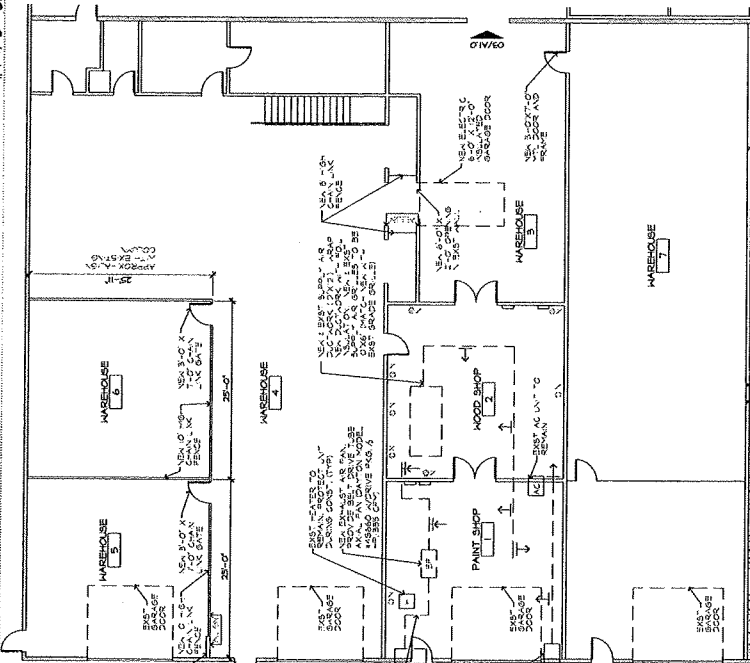
SHEET NUMBER
A1.0



DEMOLITION ELEVATION
1/4" = 1'-0" @

LEGEND

1. CONTRACTOR TO FIELD AND REMOVE BUILDINGS ON SITE PRIOR TO CONSTRUCTION.
2. PROVIDE NEW VCO S&S SYSTEMS IN MODEL B CASE BY EXHAUSTS, INC. INTERLOCK WITH NEW EXHAUST AIR FAN
3. PROVIDE NEW TABLE SAW MOTOR RELAY, INTERLOCK WITH NEW EXHAUST AIR FAN.
4. PROVIDE NEW H-O-A MOTOR STARTER SWITCH FOR NEW EXHAUST AIR FAN.
5. EXISTING ELECTRICAL OUTLETS NOT LABELED TO REMAIN AS IS.



DEMOLITION PLAN
1/8" = 1'-0" @ FLOOR PLAN

SHEET NOTES

SMITH ROAD



PROJECT NORTH

REQUISITION BY: AMY DRAPER 854-9040
 SUGGESTED VENDOR: 9584 ARCHITECTURAL HABITAT AUSTIN
 DELIVER BY DATE: 7/31/09

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER	
1	JO#40, SMITH ROAD WAREHOUSE EXPANSION REMODELING PER REVISED QUOTE DATED 3/5/09 POC: GABRIEL STOCK 854-5240 COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: REMODELING & ALTERNATIONS	34892.53	DOL	1.0000	34892.53	
2	RETAINAGE - JO#40 COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: RETAINAGE	1836.45	DOL	1.0000	1836.45	

REQUISITION TOTAL: 36728.98

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114058215004	REPR & MTNC-SERVCS PURCHD	100.00	34892.53
2	00114058215004	REPR-BLDG STRUCT & EQUIP	100.00	1836.45
		REPR & MTNC-SERVCS PURCHD		
		REPR-BLDG STRUCT & EQUIP		
				36728.98

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Architectural Habitat of Austin, Inc.
Attn.: Ms Jan Cannaday
1707 West Koenig Lane
Austin, Texas 78756

- A. JOB ORDER NO. 40, WHICH REQUIRES ARCHITECTURAL HABITAT OF AUSTIN, INC. TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES TO THE FACILITIES MANAGEMENT DEPARTMENT WAREHOUSE AT SMITH ROAD, AS PER CONTRACT REQUIREMENTS, ARCHITECTURAL HABITAT OF AUSTIN, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF \$36,728.98 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: THIRTY (30) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

ARCHITECTURAL HABITAT OF AUSTIN, INC.

Jan Cannaday 3-9-09
JAN CANNADAY DATE

Cyd V. Grimes 3/10/09
CYD V. GRIMES, C.P.M. DATE
TRAVIS COUNTY PURCHASING AGENT

SAMUEL T. BISCOE DATE
TRAVIS COUNTY JUDGE

Travis County Commissioners Court Agenda Request

Voting Session 3/17/09
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for the Villages of Hidden Lake Phase 3B, Phase 4C, and Phase 5B, three subdivisions in Precinct 2.**

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct Two

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 | <i>Done</i> | Anna Bowlin - 854-9383 |
| Richard Duane - 854-9383 | | Scott Lambert - 854-9383 |
| David Greear - 854-9383 | | Lucious Henderson - 854-9114 |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: March 6, 2009
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, TNR Executive Manager
FROM: Donald W. Ward, P.E., Director, Road Maintenance and Fleet Services
SUBJECT: Acceptance of dedication of the Villages of Hidden Lake Phase 3B, Phase 4C, and Phase 5B, four subdivisions in Precinct 2

A. Summary and TNR Staff Recommendation:

These subdivisions were recorded in June 30, 2005, October 24, 2006, and July 31, 2006, respectively. These subdivisions have 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 will be approved under Chapter 251 of the Texas Transportation Code. The sidewalks have been found to be in substantial compliance with the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes, by a Registered Accessibility Specialist.

The Villages of Hidden Lake Phase 3B is accessed by the Villages of Hidden Lake Phase 3A, accepted by Commissioners Court. The Villages of Hidden Lake Phase 4C is accessed by the Villages of Hidden Lake Phase 3B, part of this acceptance package. And, the Villages of Hidden Lake Phase 5B is accessed by the Villages of Hidden Lake Phase 4B, accepted by Commissioners Court. This action will add 2.17 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 un-constructed residential sidewalks.

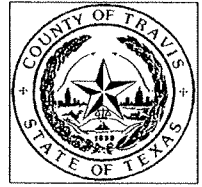
Exhibits:

- List of streets (3)
- Approval of Construction (3)
- Requirements... (3)
- Sidewalk Approval (3)
- Attached maps

DV:DW:dv

- 1105 Villages of Hidden Lake Ph 3B
- 1105 Villages of Hidden Lake Ph 4A
- 1105 Villages of Hidden Lake Ph 4C
- 1105 Villages of Hidden Lake Ph 5B

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 439P, T

Village of Hidden Lake Phase 3B

Pct.# 2
Atlas No. 0-11

RECORDED AT DOC#200500163 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 6/30/05

SUBDIVISION CONTAINS 6 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
1	Lake Edge Way	NW cor Lot 9 Blk AA to SE cor Lot 16 Blk Z	654	0.12	50'	HMAC	28'F-F	Yes
2	Lake Edge Court	Lake Edge Way to end of 50'R cul-de-sac	432	0.08	50'	HMAC	28'F-F	Yes
3	Rolling Water Drive	SW cor Lot 43 Blk B to SE cor Lot 21 Blk W	1496	0.28	50'	HMAC	28'F-F	Yes
4	Sandy Bottom Drive	Rolling Water Drive to SW cor Lot 5 Blk S	890	0.17	50'	HMAC	28'F-F	Yes
5	Blue Pond Drive	Sandy Bottom Drive to SE cor Lot 13 Blk T	692	0.13	50'	HMAC	28'F-F	Yes
6	Hidden Park Drive	Sandy Bottom Drive to SW cor Lot 16 Blk T	439	0.08	50'	HMAC	28'F-F	Yes
7								
8								
9								
10								
11								
12								
			4603					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 124

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-6

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-6 TOTALING **0.87** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

17-Mar-09

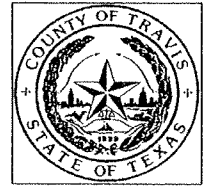
DATE

Donald W. Ward, P. E.
 Director Road Maintenance & Fleet Services
 TRANSPORTATION AND NATURAL RESOURCES

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

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 439P,U

Villages of Hidden Lake Phase 4C

Pct.# 2
Atlas No. 0-11

RECORDED AT DOC#200600338 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 10/24/06

SUBDIVISION CONTAINS 3 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	WIDTH OF CURB & PVMNT	GUTTER
1	Tiddle Lane	Rolling Water Drive to end of 50' R cul-de-sac	1340	0.25	50'	HMAC	28'F-F	Yes
2	Willie Drive	Tiddle Lane to Hidden Lake Crossing	465	0.09	50'	HMAC	28'F-F	Yes
3	Dennis Lane	Willie Drive to Rolling Water Drive	551	0.10	50'	HMAC	28'F-F	Yes
4								
5								
6								
7								
8								
9								
10								
11								
12								
				2356				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 73

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING **0.45** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

17-Mar-09

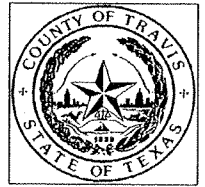
DATE

Donald W. Ward, P. E.
 Director Road Maintenance & Fleet Services
 TRANSPORTATION AND NATURAL RESOURCES

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

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 439T

Villages of Hidden Lake Phase 5B

Pct.# 2
Atlas No. 0-11, N-11

RECORDED AT DOC#200600242 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 7/31/06

SUBDIVISION CONTAINS 6 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	TYPE OF WIDTH OF CURB &		
					ROW	PVMNT	PVMNT GUTTER
1	Rolling Water Drive	Masi Loop to center of 90° turn south	726	0.14	50'	HMAC	28'F-F Yes
2	Masi Loop	center of 90° turn S to NW cor Lot 10 Blk HH	1725	0.33	50'	HMAC	28'F-F Yes
3	Lydia Springs Drive	Randig Lane to Masi Loop	571	0.11	50'	HMAC	28'F-F Yes
4	Randig Lane	NW cor Lot 18 to Masi Loop	761	0.14	50'	HMAC	28'F-F Yes
5	Fritz Falls Crossing	Lydia Springs Drive to Masi Loop	567	0.11	50'	HMAC	28'F-F Yes
6	Kermit Court	Masi Loop to end of 60'R cul-de-sac	146	0.03	50'	HMAC	28'F-F Yes
7							
8							
9							
10							
11							
12							
			4496				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 120

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-6

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-6 TOTALING **0.85** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

17-Mar-09

DATE

Donald W. Ward, P. E.
 Director Road Maintenance & Fleet Services
 TRANSPORTATION AND NATURAL RESOURCES

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

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: 02/23/09

DEVELOPER:

Len-Buf/Hidden Lake 2-JV, LTD.
Attn: James Dorney
12301ResearchBlvd.Bldg.4Suite 100
Austin, TX 78759

ENGINEER:

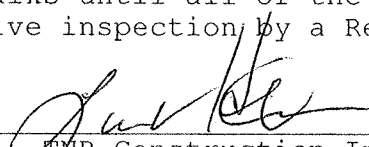
Pate Engineers, Inc.
Attn: Mike Fisher
7801 N Capital of Texas Hwy. #220
Austin, TX 78731

SUBJECT: Villages of Hidden Lake Phase 3B

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.

BY:



TNR Construction Inspector - Lucious Henderson

 2/24/09

TNR Engineering Specialist - Darla Vasterling



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

1102 fiscal file
1105 Subdivision File



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: 02/23/09

DEVELOPER:

Len-Buf/Hidden Lake 2-JV, LTD.
Attn: James Dorney
12301ResearchBlvd.Bldg.4Suite100
Austin, TX 78759

ENGINEER:

Pate Engineers, Inc.
Attn: Mike Fisher
7801 N Capital of Texas Hwy. #220
Austin, TX 78731

SUBJECT: Villages of Hidden Lake Phase 4C

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.

BY:

Handwritten signature of Lucious Henderson in black ink.

TNR Construction Inspector - Lucious Henderson

Handwritten signature of Darla Vasterling in black ink.

TNR Engineering Specialist - Darla Vasterling

2/24/09

Handwritten signature of Donald W. Ward in black ink.

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

1102 fiscal file
1105 Subdivision File



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: 02/23/09

DEVELOPER:

Len-Buf/Hidden Lake 2-JV, LTD.
Attn: James Dorney
12301ResearchBlvd.Bldg.4Suite100
Austin, TX 78759

ENGINEER:

Pate Engineers, Inc.
Attn: Mike Fisher
7801 N Capital of Texas Hwy. #220
Austin, TX 78731

SUBJECT: Villages of Hidden Lake Phase 5B

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.

BY:

Handwritten signature of Lucious Henderson.

TNR Construction Inspector - Lucious Henderson

Handwritten signature of Darla Vasterling with date 2/24/09.

TNR Engineering Specialist - Darla Vasterling

Handwritten signature of Donald W. Ward.

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

1102 fiscal file

1105 Subdivision File



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

The Villages of Hidden Lake Phase 3B
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 2/15/06 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 2/15/06 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 11/23/05 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 Warrants and Speed Zone Investigation sheets for each sign.
Have NA
- reduce bond 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), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 10/09/08 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 Approval of Construction or reduction of sidewalk fiscal. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 2/05/06
- 10/20/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- 12/06/05 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.



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

The Villages of Hidden Lake Phase 4C
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 1/22/07 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 4/23/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 12/28/06 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 Warrants and Speed Zone Investigation sheets for each sign.
Have NA
- Reduce Bond 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), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 8/27/08 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 Approval of Construction or reduction of sidewalk fiscal. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 10/09/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- 1/22/07 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.



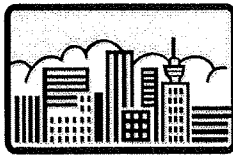
TRANSPORTATION AND NATURAL RESOURCES

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

The Villages of Hidden Lake Phase 5B
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 12/22/06 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 423/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 12/28/06 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 Warrants and Speed Zone Investigation sheets for each sign.
Have NA
- Reduce Bond 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), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 10/09/08 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 Approval of Construction or reduction of sidewalk fiscal. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 1/29/09 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 needs to approve.**
- 12/22/06 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.



Bryan M. Euwer

Registered Accessibility Specialist #0238

P. O. Box 163812 Austin, Tx. 78716

phone / fax 512.328.7613

TAS inspection report

**RMD & Co., Inc.
1717 W. 6th St., Suite 260
Austin, Texas 78703**

Date:10/9/2008

Attn Chris Fields

**RE: The Village of Hidden Lake Phase 3B
Pflugerville, Texas**

INSPECTION – APPROVED

Dear Mr. Fields

On October 8, 2008 a sidewalk field inspection of The Villages of Hidden Lake Phases 3B was performed. The streets included portions or all of the following, Sandy Bottom Drive, Rolling Water Drive, Blue Pond Drive, Hidden Park Drive.

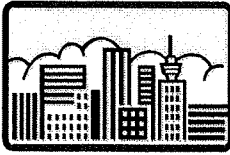
We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or Federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Questions concerning this matter should be directed to Bryan Euwer at (512) 328-7613.

Respectfully submitted,

bryan euwer



Bryan M. Euwer

Registered Accessibility Specialist #0238

P. O. Box 163812 Austin, Tx. 78716

phone / fax 512.328.7613

TAS inspection report

**RMD & Co., Inc.
1717 W. 6th St., Suite 260
Austin, Texas 78703**

Date:8/27/2008

Attn Chris Fields

**RE: The Village of Hidden Lake Phase 4C, 73 lots, 4 blocks
Pflugerville, Texas**

INSPECTION – APPROVED

Dear Mr. Fields

On August 27th 2008 a sidewalk field inspection of The Villages of Hidden Lake Phases 4C was performed. The streets included portions of all of the following, Hidden Lake Crossing, Rolling Water Drive, Tiddle Lane, Willie Drive, Dennis Lane.

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or Federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Questions concerning this matter should be directed to Bryan Euwer at (512) 328-7613.

Respectfully submitted,

bryan euwer



Bryan M. Euwer

Registered Accessibility Specialist #0238

P. O. Box 163812 Austin, Tx. 78716

phone / fax 512.328.7613

TAS inspection report

RMD & Co., Inc.
1717 W. 6th St., Suite 260
Austin, Texas 78703

Date:10/9/2008

Attn Chris Fields

**RE: The Village of Hidden Lake Phase 5B
Pflugerville, Texas**

INSPECTION – APPROVED

Dear Mr. Fields

On October 8, 2008 a sidewalk field inspection of The Villages of Hidden Lake Phases 4A, 5B was performed. The streets included portions of all of the following, Dry Brook Loop, Dry Brook Crossing, Hidden Lake Drive, Kermit Court, Fritz Falls Crossing, Lydia Springs Drive, Randig Drive, Masi Loop, and Rolling Water Drive.

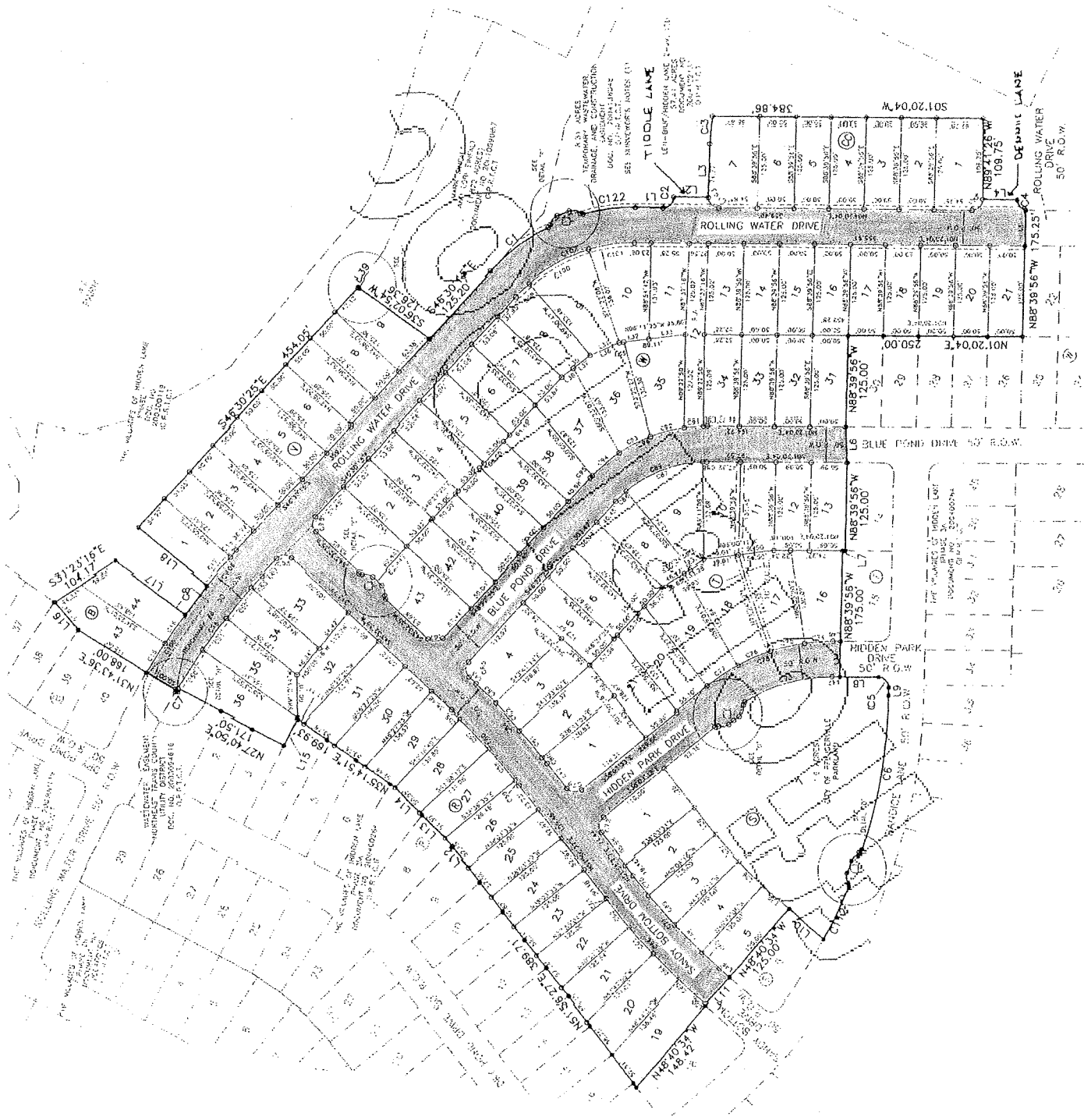
We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or Federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

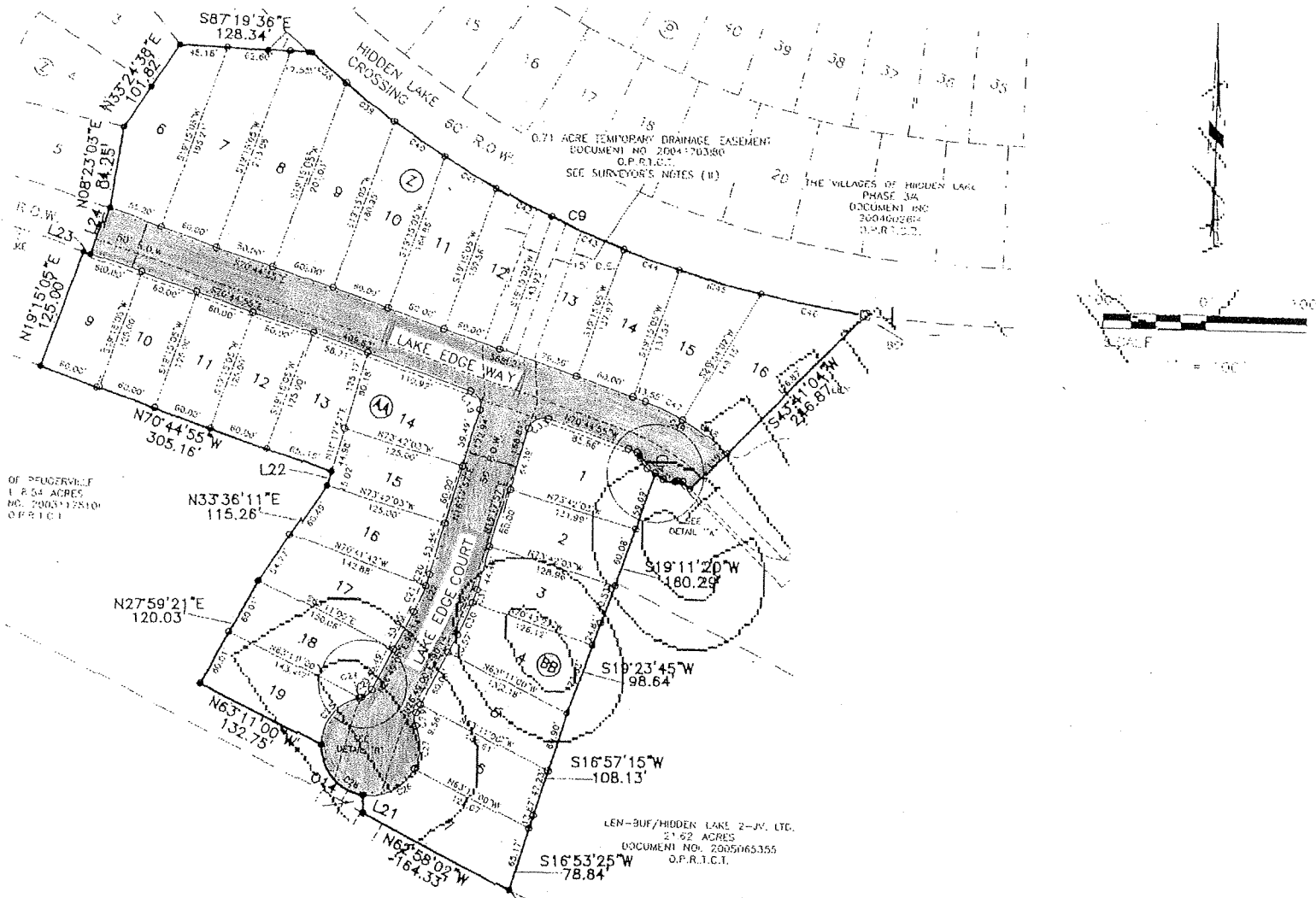
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Respectfully submitted,

bryan euwer

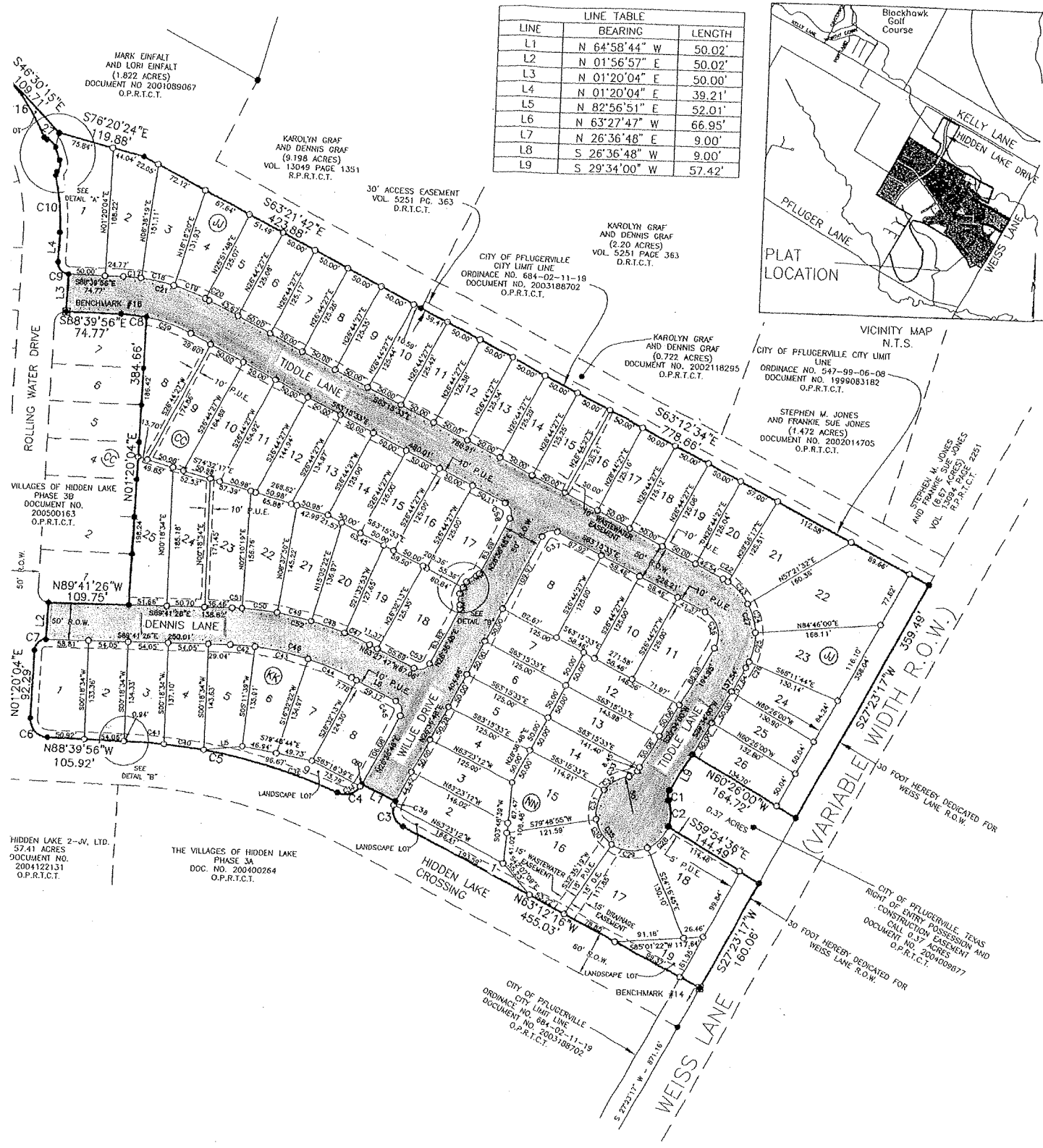
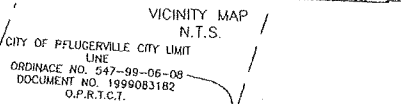
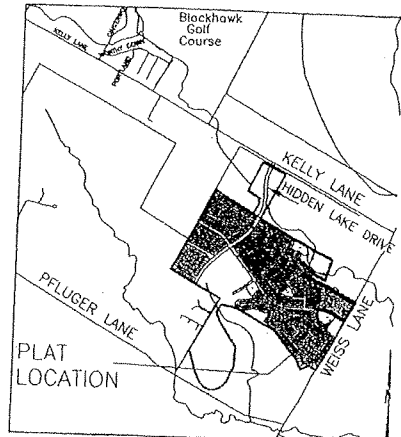


THE VILLAGES OF HIDDEN LAKE PHASE 3B



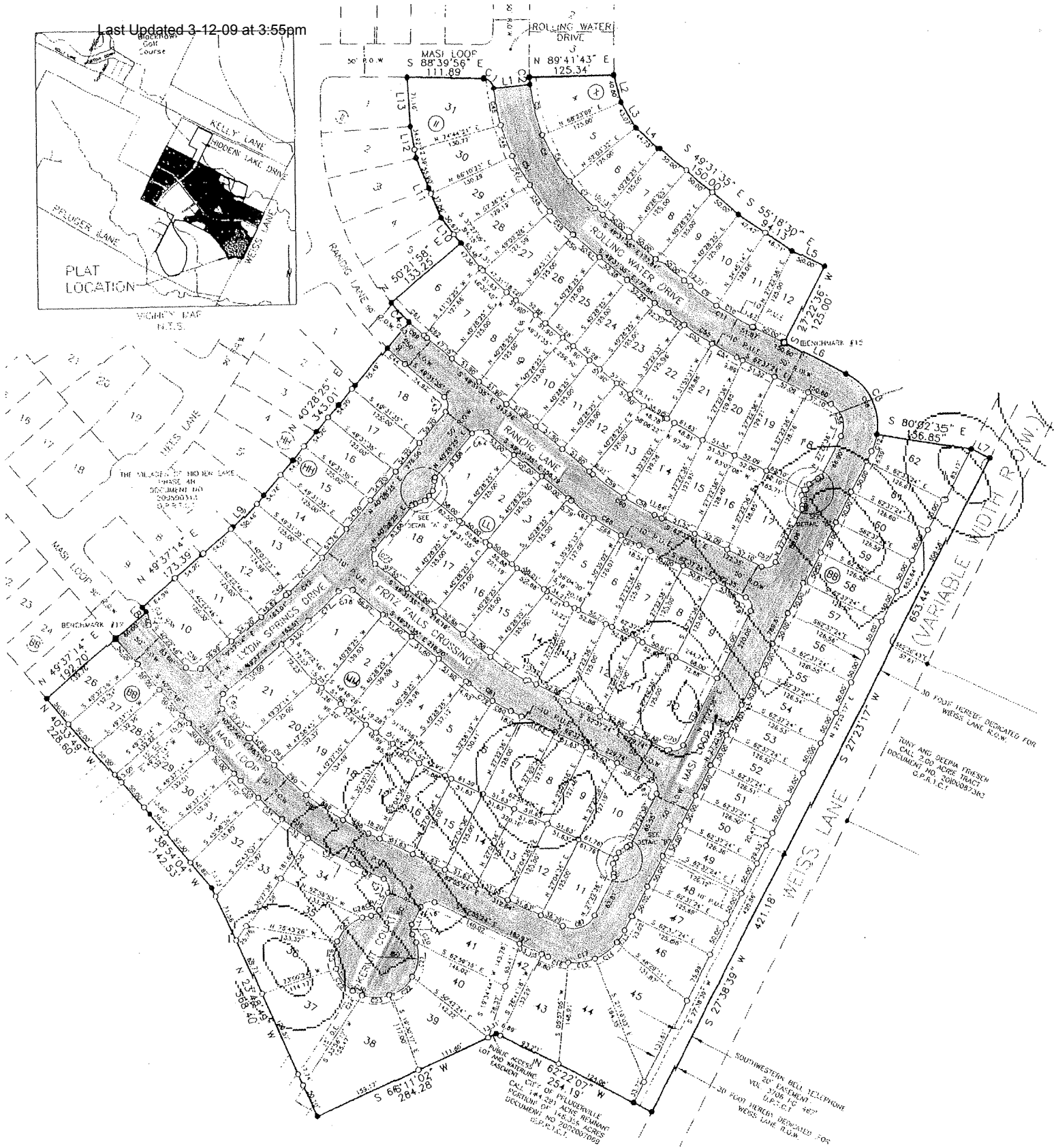
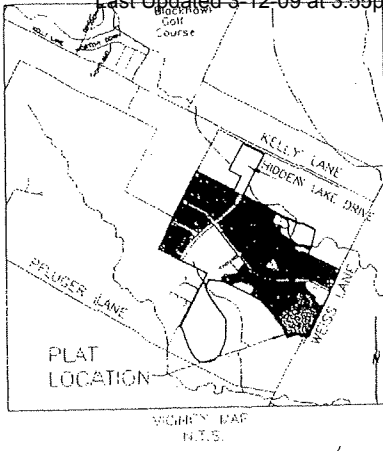
THE VILLAGES OF HIDDEN LAKE PHASE 3B

LINE	BEARING	LENGTH
L1	N 64°58'44" W	50.02'
L2	N 01°56'57" E	50.02'
L3	N 01°20'04" E	50.00'
L4	N 01°20'04" E	39.21'
L5	N 82°56'51" E	52.01'
L6	N 63°27'47" W	66.95'
L7	N 26°36'48" E	9.00'
L8	S 26°36'48" W	9.00'
L9	S 29°34'00" W	57.42'

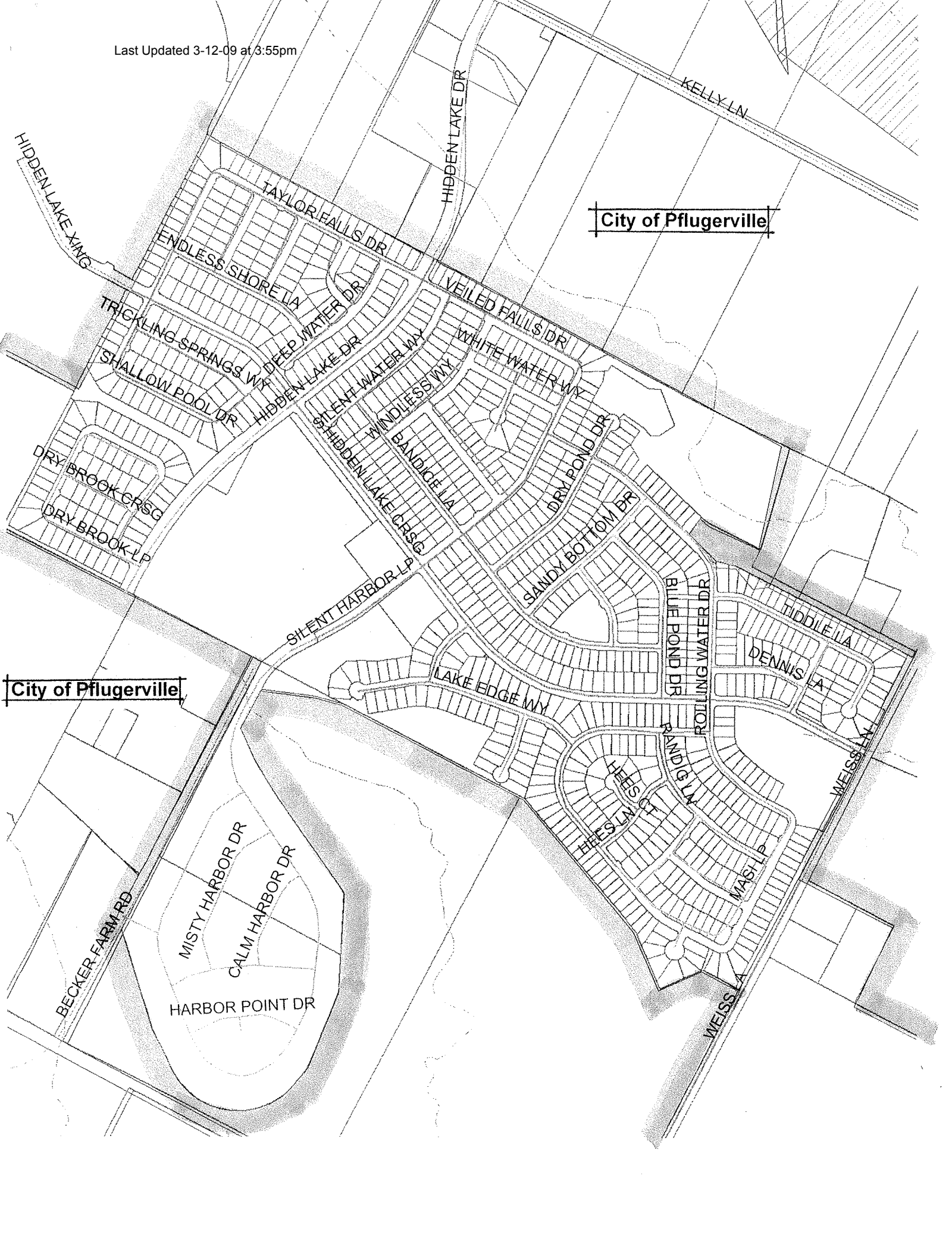


THE VILLAGES OF HIDDEN LAKE PHASE 4C

Last Updated 3-12-09 at 3:55pm



THE VILLAGES OF HIDDEN LAKE PHASE 5B



City of Pflugerville

City of Pflugerville

HIDDEN LAKE XING

KELLY LN

HIDDEN LAKE DR

TAYLOR FALLS DR

ENDLESS SHORE LA

TRICKLING SPRINGS WT

SHALLOW POOL DR

DRY BROOK CRSG

DRY BROOK LP

DEEP WATER DR

HIDDEN LAKE DR

SILENT HARBOR LP

HIDDEN LAKE CRSG

LAKE EDGE WY

HEELS LN ST

MISTY HARBOR DR

CALM HARBOR DR

HARBOR POINT DR

BECKER FARM RD

VEILED FALLS DR

WHITE WATER WY

BANDIDGE LA

DRY POND DR

SANDY BOTTOM DR

BLUE POND DR

ROLLING WATER DR

DENNIS LA

TIDDLE LA

HEELS LN ST

BANDIDGE LA

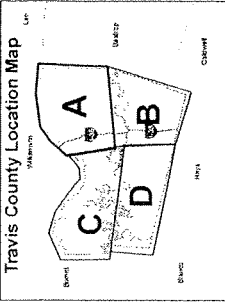
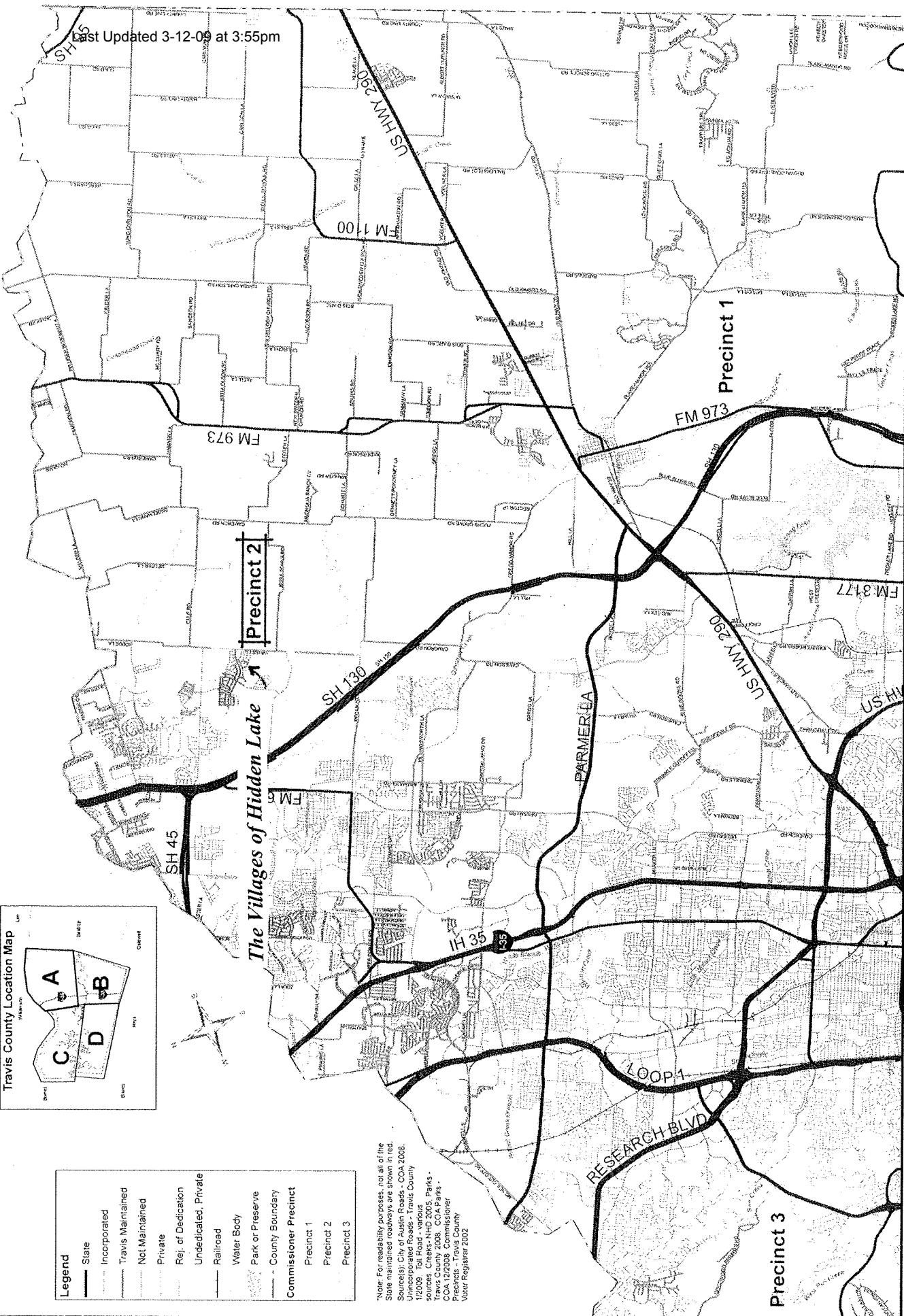
MASI LP

WEISS LA

WEISS LN

Last Updated 3-12-09 at 3:55pm

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



Legend	
—	State
—	Incorporated
—	Travis Maintained
—	Not Maintained
—	Private
—	Req. of Dedication
—	Undedicated, Private
—	Railroad
—	Water Body
—	Park or Preserve
—	County Boundary
—	Commissioner Precinct
—	Precinct 1
—	Precinct 2
—	Precinct 3

*Note: For readability purposes, not all of the State maintained roadways are shown in red.
 Sources: City of Austin Roads - COA 2008.
 Incorporated Roads - Travis County
 1/2008
 Sources: Creates - NHD 2005, Parks -
 Travis County 2008, COA Parks -
 COA 12/2008, Commissioner
 Precincts - Travis County
 Voter Registrar 2002

Map Disclaimer: This map was created for the Travis County Sign Crew for posting on County maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map A

Travis County Commissioners Court Agenda Request

Voting Session March 17, 2009

Work Session

- I. A. Request made by: Carol B. Gieselman Phone # 854-9434
Joseph P. Gieselman, TNR Executive Manager
- B. Requested Text:
Consider and take appropriate action on request to approve an Interlocal Cooperation Agreement with the City of Pflugerville for the construction of Gilliland Creek Trail, Phase III, in Precinct 2
- C. Approved by: Commissioner Sarah Eckhardt, Precinct 2
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of 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 budget line item
 - Grant
 - Human Resources Department (473-9165):
 - A change in your department's personnel (reclassifications, etc.)
 - Purchasing Office (473-9700)
 - Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney's Office (473-9415)
 - X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the 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 DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

March 9, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Gilleland Creek Trail Phase III Interlocal Cooperation Agreement

Proposed Motion:

Consider and take appropriate action on a request to approve an Interlocal Agreement between City of Pflugerville and Travis County for Gilleland Creek Trail Phase III project located in Pflugerville, Travis County Precinct 2.

Summary and Staff Recommendations:

Gilleland Creek Trail Phase III project is a Federally funded, STP MM (Metropolitan Mobility) project that is in CAMPO's FY 2006-2008 TIP. Federal funding for this project is \$995,000 and Travis County's matching fund is \$274,500. Travis County's engineering consulting firm completed the design of this project in the Fall of 2008, and the design document is currently under review by TxDOT. The construction is expected to begin sometime during the summer of 2009. On December 31, 2008, the entire project area was annexed by the City of Pflugerville.

Travis County proposed to the City of Pflugerville that it was willing to manage the construction of the trail through an interlocal agreement with the City, and would not seek reimbursement for the design or the construction cost of the trail or construction management fee, provided that the City would consent to the construction within its corporate limits, waive permit and inspection fees, and accept responsibility for the maintenance of the trail upon completion of the construction. City of Pflugerville has agreed with the proposed terms.

TNR recommends approval of the City of Pflugerville Gilleland Creek Trail, Phase III Interlocal Cooperation Agreement.

Budgetary and Fiscal Impacts:

This project is a Federally funded, STP MM (Metropolitan Mobility) project that is in the FY 2006-2008 TIP. Travis County's matching fund is included in the current CIP budget. This interlocal agreement will have no budgetary or fiscal impact on the current budget for this project.

Issues and Opportunities:

Gilleland Creek Trail Phase III is a 1.09 mile concrete trail from Cactus Blossom, near Heatherwilde to Grand Avenue Parkway near Black Locust. This trail, once constructed, will provide a connection between the existing trail on Heatherwilde Blvd. to the newly constructed pedestrian walk on Grand Avenue Parkway in north east Travis County. The design of this Federally funded project was completed and submitted to TxDOT for review in the Fall of 2008. The construction is expected to begin sometime during the summer of 2009. TxDOT has required Travis County to commit to awarding the construction contract prior to August of 2009 due to the fact that the funding for this project is in TxDOT's FY '09 budget year which ends at the end of August. The City of Pflugerville, however, annexed the entire project in December 2008.

Travis County, in the interest of all parties and to expedite the award of the project, is willing to manage the construction of the trail through an interlocal agreement with the City of Pflugerville, without seeking reimbursement for the design or the construction of the trail or construction management, if the City agrees to waive all permit and inspection fees and accept maintenance responsibility upon completion of the construction. The City of Pflugerville has agreed to these terms by signing the attached interlocal cooperation agreement.

Background:

Gilleland Creek Trail Phase III is a 1.09 mile, 10 foot wide concrete trail from Cactus Blossom, near Heatherwilde to Grand Avenue Parkway near Black Locust. This phase of the Gilleland Creek Trail project is a Federally funded, STP MM (Metropolitan Mobility) project that is in the FY 2006-2008 TIP.

On December 31, 2008, the entire project was annexed by the City of Pflugerville.

Travis County awarded the design contract for this project to a local engineering firm in July of 2007. The design is now complete and under review by TxDOT. The construction is expected to begin sometime during the summer of 2009.

Travis County is willing to manage the construction of the trail through an interlocal agreement with the City of Pflugerville, and will not seek reimbursement for the design or the construction of the trail or construction management. However, the County requires that the City waive all permitting and inspection requirements for the project.

Terms requested:

- City consent to construct the project within its corporate limits
- City waive any permit, inspections, or fees
- City communicate any issues it has with the construction only through the County
- City accept maintenance responsibility upon completion of the construction.

City of Pflugerville has accepted the above terms.

Required Authorizations:

County Attorney: Chris Gilmore

PBO: Jessica Rio

Attachment:

City of Pflugerville Gilleland Creek Trail, Phase III Interlocal Cooperation Agreement

CC: David Buesing, City Manager, City of Pflugerville
Chris Gilmore, County Attorney's Office
Cynthia McDonald, Donna Williams-Jones, Bruni Cruz, TNR Financial Services
Steve Sun, P.E., TNR CIP Division Manager
Mo Mortazavi, P.E., TNR Project Manager
Greg Chico, TNR Right-of-Way Program Manager

GILLELAND CREEK TRAIL, PHASE III
INTERLOCAL COOPERATION AGREEMENT
CITY OF PFLUGERVILLE AND TRAVIS COUNTY

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

WHEREAS, the County intends to construct a 2.75 mile, 10 foot wide concrete trail from Cactus Blossom near Heatherwilde to Grand Avenue Parkway near Black Locust (the "Project").

WHEREAS, as of December 31, 2008, the Project is located within the City's full purpose annexation limits; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will manage the development and construction of the Project, as set forth herein and as described in Exhibit 1. The Executive Manager of the Travis County Transportation and Natural Resources Department (the "Executive Manager") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The Executive Manager will designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (b) The City will accept, operate and maintain the Project upon completion of the construction. The City's Director of Development Services will act as a single point of contact for the City. The Director of Development Services will designate an additional City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the portion of the Project located within the City.
- (c) If a disagreement between City and County arises regarding design or any requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the Project Manager, it shall be referred as soon as possible to the City's Director of Development Services and the County's Public Works Director for resolution. If the

Directors do not resolve the issue, it shall be referred as soon as possible to the City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.

2. Project Development.

- (a) The County will be responsible for the development and completion of the Project, including the development of the engineering design, plans and specifications for the trail, the surveying, right-of-way acquisition, construction, and any required permitting and environmental assessments and clearances associated with the Project.
- (b) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction.
- (c) The County will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.

3. Management Duties of the County. The County hereby covenants and agrees to provide to the City:

- (a) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (b) upon completion of bidding, the County will furnish the City a copy of the plans and specifications for the City's records; and
- (c) the County will not seek reimbursement for the design or construction of the Project or construction management.

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

- (a) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (b) coordinate with the City and County Project Managers, as reasonable and necessary;

- (c) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (d) attend meetings at the request of the County's Project Manager;
- (e) communicate any issues it has with the construction only through the County;
- (f) permit the County to construct the Project within its corporate limits;
- (g) accept, operate, and maintain the Project upon the County's completion of the construction; and
- (h) waive City permit and associated fees for any part of the Project.

5. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County, for a period of one year from the date of acceptance of the Project.

6. Liability. To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance and general liability insurance acceptable to the County.

7. Financial Obligations. The County agrees to pay all costs of the Project.

8. Easements and Licenses. The county has acquired certain easements and licenses for the purposes of construction and operating the Project. Copies of the easements are attached as Exhibits 2 and 3 and copies of the License Agreements are attached hereto as Exhibits 4 and 5.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.

- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: City of Pflugerville
Attention: David Buesing, City Manager (or successor)
100 E. Main St.
Pflugerville, Texas 78660

WITH COPY TO: Floyd Akers, City Attorney (or successor)
Pflugerville Justice Center
1611 East Pfennig Lane
P.O. Box 589
Pflugerville, Texas 78691

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

WITH A COPY TO: David Escamilla
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn: File No. 163.2141

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.

- (f) Other Instruments. The parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF PFLUGERVILLE, TEXAS

By: David Buesing
Name: David Buesing
Title: City Manager
Authorized Representative
Date: 2/23/2009

TRAVIS COUNTY, TEXAS

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

EXHIBIT A

COUNTY'S PROJECT

The project consists of a 2.75 mile, 10 foot wide concrete trail from Cactus Blossom near Heatherwilde to Grand Avenue Parkway near Black Locust.

COUNTY'S PROJECT

The project consists of a 2.75 mile, 10 foot wide concrete trail from Cactus Blossom new Heatherwilde to Grand Avenue Parkway near Black Locust.

RECEIVED

Last Updated 3-12-09 at 3:55pm

SEP 16 2008



EASE

2008146151

9 PGS

TNR

HIKE AND BIKE TRAIL EASEMENT

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

That Windermere Utility Company, of the County of Travis and the State of Texas, hereinafter referred to as "GRANTOR", whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as "GRANTEE," the receipt and sufficiency of which are hereby acknowledged and confessed and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the said Travis County, subject to the requirements below, an easement for the installation, construction, and maintenance of a Hike and Bike Trail on and upon the following described property, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

GRANTEE hereby acknowledges that GRANTOR owns a sewer line (the "Sewer Line") that runs directly under the Hike and Bike Trail easement. From time to time, GRANTOR may require access to the Sewer Line to maintain or perform repairs to it which may cause disruption of the Hike and Bike Trail easement. It is understood and agreed that GRANTEE shall grant GRANTOR full and complete access to the Sewer Line. It is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and his successors and assigns.

In addition to the easements, rights, and privileges herein conveyed, GRANTEE shall have the right to use so much of the surface of the property of GRANTOR as may be reasonably necessary to construct, install, and maintain within the easement granted hereby the facilities contemplated by this grant.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever, and GRANTOR does hereby bind himself, its successors and administrators, to WARRANT AND DEFEND FOREVER, all and singular, the said easement unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

EXECUTED this 28 day of August, 2008.

GRANTOR: Windermere Utility Company

By: William C. Jasura
Signature of Authorized Representative

William C. JASURA
Printed Name

Vice President
Title

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me on the 28 day of August, 2008, by William (Bill) Jasura, in the capacity stated herein, and personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.



Shari Shannon
Notary Public in and for the State of

Shari Shannon
Printed Name of Notary Public
My commission expires: 3-28-10

After recording, please return to:

Travis County, Texas
c/o Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767
attn: Mike Martino

EXHIBIT "A"

(HIKE & BIKE EASEMENT)
JOHN VAN WINKLE SURVEY NO. 14
AND LOT 17, PFLUGERVILLE NORTHWEST
SECTION 1 SUBDIVISION

DESCRIPTION FOR HIKE & BIKE EASEMENT

DESCRIPTION OF 0.5260 OF ONE ACRE OR 22,913 SQUARE FEET OF LAND, MORE OR LESS, OUT OF THAT TRACT DESCRIBED IN A DEED TO WINDERMERE UTILITY COMPANY, OF RECORD IN VOLUME 9014, PAGE 710, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING LOT 17, PFLUGERVILLE NORTHWEST, SECTION ONE, A SUBDIVISION OF RECORD IN BOOK 76, PAGE 38, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND OUT OF THAT TRACT DESCRIBED AS 2.3693 ACRES IN A DEED TO WINDERMERE UTILITY COMPANY, OF RECORD IN VOLUME 9255, PAGE 504, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.5260 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle set at the northeast corner of this tract, same being in the southeast line of said Windermere tract in Volume 9255, page 504, and the northwest line of that tract described in a deed to Heatherwilde Park Limited Partnership, of record in Document Number 2000063088, Official Public Records, Travis County, Texas and the northwest line for Lot 1, Block A, Sahd Fifteen Subdivision, of record in Document No. 200000251, Official Public Records, Travis County, Texas, from which a 1/2" iron rod found at the east corner of said Windermere tract in Volume 9255, Page 504 and the north corner of said Heatherwilde tract and said Lot 1 bears N27°36'50"E 67.13 feet, said point of beginning having a State Plane Coordinate (Texas Central Zone, NAD83, U.S. Feet, Combined Scale Factor of 1.00007) grid values of N=10,140,096.54, E=3,145,370.34;

THENCE, with the southeast line of this tract and said Windermere tract in Volume 9255, Page 504, and the northwest line of said Heatherwilde tract and said Lot 1, S27°36'50"W 42.57 feet to a 1/2" iron rod set with a plastic cap at the southeast corner of this tract from which a 1/2" iron rod found at the south corner of said Windermere tract in Volume 9255, Page 504 bears S27°36'50"W 278.81 feet;

THENCE, with the south line of this tract, crossing said Windermere tracts in Volume 9255, Page 504 and Volume 9014, Page 710 and across said Lot 17, the following eight (8) courses, numbered 1 through 8;

- 1) with a curve to the right whose intersection angle is 10°33'03", radius is 90.00 feet, an arc distance of 16.57 feet, the chord of which bears N71°47'43"W 16.55 feet to a 1/2" iron rod set with a plastic cap.
- 2) N66°31'13"W 49.47 feet to a 1/2" iron rod set with a plastic cap;

0.5260 AC.

- 3) with a curve to the left whose intersection angle is $45^{\circ}37'02''$, radius is **130.00 feet**, an arc distance of **103.50 feet**, the chord of which bears $N89^{\circ}19'42''W$ **100.79 feet** to a 1/2" iron rod set with a plastic cap;
- 4) $S67^{\circ}51'49''W$ **131.49 feet** to a 1/2" iron rod set with a plastic cap;
- 5) with a curve to the right whose intersection angle is $20^{\circ}35'38''$, radius is **120.00 feet**, an arc distance of **43.13 feet**, the chord of which bears $S78^{\circ}09'35''W$ **42.90 feet** to a 1/2" iron rod set with a plastic cap;
- 6) $S88^{\circ}27'19''W$ **103.86 feet** to a 1/2" iron rod set with a plastic cap;
- 7) with a curve to the right whose intersection angle is $39^{\circ}31'50''$, radius is **150.00 feet**, an arc distance of **103.49 feet**, the chord of which bears $N71^{\circ}46'46''W$ **101.45 feet** to a 1/2" iron rod set with a plastic cap; and
- 8) $N52^{\circ}00'52''W$ **95.56 feet** to an "x" cut set in face of curb for the southwest corner of this tract, same being in the west line of said Windermere tract in Volume 9014, Page 710 and said Lot 17 and the east line of Edgemere Drive (Wards Springs Drive);

THENCE, with the west line of this tract, said Windermere tract in Volume 9014, Page 710 and said Lot 17 and the east line of Edgemere Drive, $N27^{\circ}29'52''E$ **23.31 feet** to mag nail set with washer at the northwest corner of this tract;

THENCE, with the north line of this tract, crossing said Windermere tracts in Volume 9014, Page 710 and Volume 9255, Page 504 and across said Lot 17, the following four (4) courses, numbered 1 through 4;

- 1) $S52^{\circ}00'18''E$ **95.91 feet** to a 1/2" iron rod set with a plastic cap;
- 2) with a curve to the left whose intersection angle is $39^{\circ}32'20''$, radius is **85.00 feet**, an arc distance of **58.66 feet**, the chord of which bears $S71^{\circ}46'28''E$ **57.50 feet** to a 1/2" iron rod set with a plastic cap;
- 3) $N88^{\circ}27'19''E$ **116.11 feet** to a 1/2" iron rod set with a plastic cap; and
- 4) $N80^{\circ}21'07''E$ **34.51 feet** to a 1/2" iron rod found at an angle point in the north line of said Windermere tract in Volume 9255, Page 504 and the south line of that tract described as 3.673 acres in a deed to Lewis M. McMurtrie, of record in Document Number 2005132966, Official Public Records, Travis County, Texas;

THENCE, with the north line of this tract and said Windermere tract in Volume 9255, Page 504 and the south line of said McMurtrie tract, $N62^{\circ}41'42''E$ **69.92 feet** to a cotton spindle set from which a 1/2" iron rod found in the north line of said Windermere tract in Volume 9255, Page 504 and the south line of said McMurtrie tract bears $N62^{\circ}41'42''E$ **127.55 feet**;

0.5260 AC.

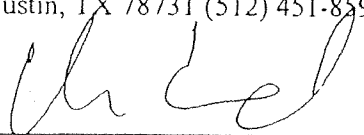
THENCE, with the north line of this tract, crossing said Windermere tract in Volume 9255, Page 504, the following five (5) courses, numbered 1 through 5;

- 1) S49°53'57"E 6.14 feet to a cotton spindle set;
- 2) N67°51'49"E 71.62 feet to a 1/2" iron rod set with a plastic cap;
- 3) with a curve to the right whose intersection angle is 45°36'59", radius is 170.00 feet, an arc distance of 135.35 feet, the chord of which bears S89°19'42"E 131.80 feet to a 1/2" iron rod set with a plastic cap;
- 4) S66°31'13"E 49.47 feet to a 1/2" iron rod set with a plastic cap; and
- 5) with a curve to the left whose intersection angle is 23°00'56", radius is 50.00 feet, an arc distance of 20.08 feet, the chord of which bears S78°01'37"E 19.95 feet to the POINT OF BEGINNING and containing 0.5260 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are Texas State Plane Grid bearings (Texas Central Zone, NAD83. The Combined Scale Factor is 1.00007). The reference for this project is "Austin RRP", a fixed control point, "Bastrop RRP", a fixed control point, "Johnson City RRP", a fixed control point, and "Taylor RRP", a fixed control point.

SURVEYED BY: **McGRAY & McGRAY LAND SURVEYORS, INC.**
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591



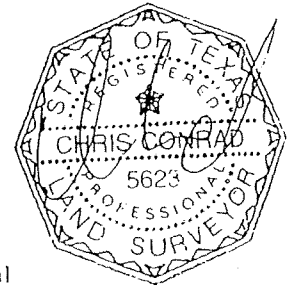
7/14/08

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description.

Issued 2/25/08



TCAD# 02-7633-05-14 & 02-7633-01-21
AUSTIN GRID P-38

RE: TRAVIS COUNTY

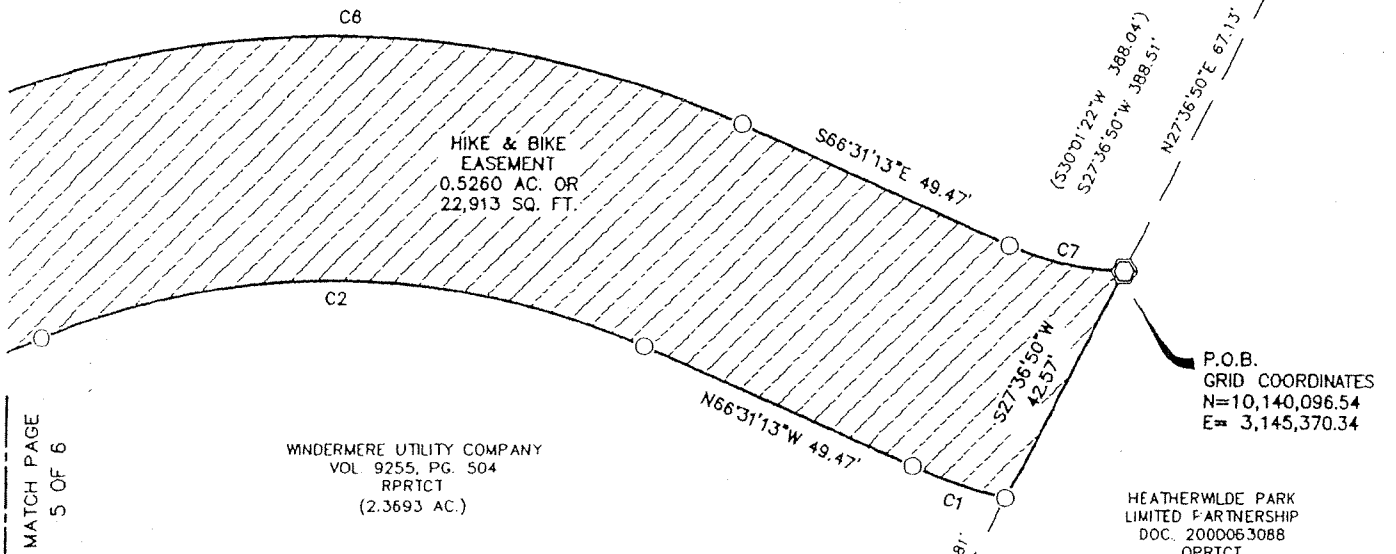
SKETCH TO ACCOMPANY DESCRIPTION OF

0.5260 AC. OF LAND OUT OF
2.369 AC. OUT OF THE JOHN VAN WINKLE SURVEY NO. 14, ABS. NO. 786
AND LOT 17, PFLUGERVILLE NORTHWEST SEC. 1 SUBDIVISION
AUSTIN, TRAVIS COUNTY, TEXAS

SCALE: 1" = 30'

N62°41'42"E
187.47'
127.55'

WINDERMERE UTILITY COMPANY
VOL. 9255, PG. 504
RPRCT
(2.3693 AC.)



MATCH PAGE
5 OF 6

WINDERMERE UTILITY COMPANY
VOL. 9255, PG. 504
RPRCT
(2.3693 AC.)

HEATHERWLDE PARK
LIMITED PARTNERSHIP
DOC. 2000063088
OPRTCT
LOT 1
BLOCK A

SAHD FIFTEEN SUBDIVISION
DOC. 200000251
OPRTCT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S49°53'57"E	6.14

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	16.57	90.00	10°33'03"	8.31	N71°47'43"W	16.55
C2	103.50	130.00	45°37'02"	54.67	N89°19'42"W	100.79
C3	43.13	120.00	20°35'38"	21.80	S78°09'35"W	42.90
C4	103.49	150.00	39°31'50"	53.90	N71°46'46"W	101.45
C5	58.66	85.00	39°32'20"	57.50	S71°46'28"E	57.50
C6	135.35	170.00	45°36'59"	71.49	S89°19'42"E	131.80
C7	20.08	50.00	23°00'56"	10.18	S78°01'37"E	19.95

LEGEND

- 1/2" IRON ROD FOUND
- COTTON SPINDLE FOUND
- MAG NAIL SET WITH WASHER
- 1/2" IRON ROD SET WITH PLASTIC CAP "MCGRAY MCGRAY"
- ⊗ X-CUT SET IN FACE OF CURB
- COTTON SPINDLE SET

- PRCT PLAT RECORDS, TRAVIS COUNTY, TEXAS
- RPRCT REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

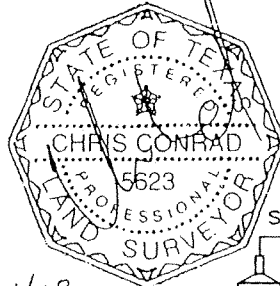
RECORD INFORMATION

- {XXX} VOL. 9255, PG. 504
- {XXX} DOC. 2005132966
- {XXX} BK. 76, PG. 38

ISSUED: 7/14/08
PAGE 4 OF 6

SURVEYED BY:

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591



7/14/08

NOTES:

- THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 DATUM. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM "AUSTIN RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10086515.894, E=3109682.481, "BASTROP RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10017936.014, E=3258565.353, "JOHNSON CITY RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10065960.150, E=2907737.954, AND "TAYLOR RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10180739.281, E=3205490.919. THE COMBINED SCALE FACTOR IS 1.00007. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

Chris Conrad

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

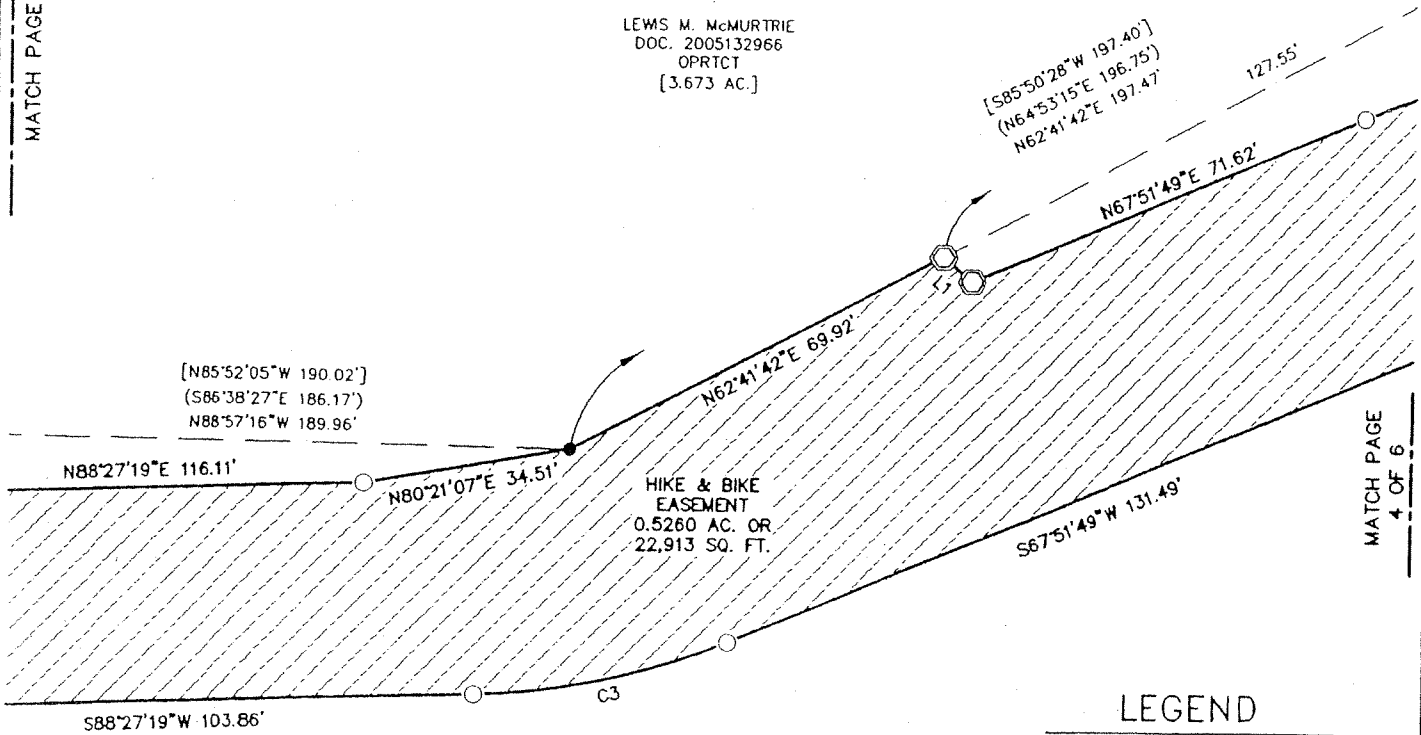
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat. TCAD# 02-7633-05-14 & 02-7633-01-21

**SKETCH TO ACCOMPANY DESCRIPTION OF
0.5260 AC. OF LAND OUT OF
2.369 AC. OUT OF THE JOHN VAN WINKLE SURVEY NO. 14, ABS. NO. 786
AND LOT 17, PFLUGERVILLE NORTHWEST SEC. 1 SUBDIVISION
AUSTIN, TRAVIS COUNTY, TEXAS**

SCALE: 1" = 30'

MATCH PAGE 6 OF 6

LEWIS M. McMURTRIE
DOC. 2005132966
OPRTCT
[3.673 AC.]



MATCH PAGE
4 OF 6

WINDERMERE UTILITY COMPANY
VOL. 9255, PG. 504
RPRPTCT
(2.3693 AC.)

LEGEND

- 1/2" IRON ROD FOUND
- COTTON SPINDLE FOUND
- ⊙ MAG NAIL SET WITH WASHER
- 1/2" IRON ROD SET WITH PLASTIC CAP "MCGRAY MCGRAY"
- ⊗ X-CUT SET IN FACE OF CURB
- ⊙ COTTON SPINDLE SET
- PRTCT PLAT RECORDS, TRAVIS COUNTY, TEXAS
- RPRPTCT REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

RECORD INFORMATION

(XXX) VOL. 9255, PG. 504
[XXX] DOC. 2005132966
{XXX} BK. 76, PG. 38

ISSUED: 7/14/08
PAGE 5 OF 6

SURVEYED BY:

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

LINE TABLE

LINE	BEARING	LENGTH
L1	S49°53'57"E	6.14

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
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C5	58.66	85.00	39°32'20"	57.50	S71°46'28"E	57.50
C6	135.35	170.00	45°36'59"	71.49	S89°19'42"E	131.80
C7	20.08	50.00	23°00'56"	10.18	S78°01'37"E	19.95

RE: TRAVIS COUNTY SKETCH TO ACCOMPANY DESCRIPTION OF
 0.5260 AC. OF LAND OUT OF
 2.369 AC. OUT OF THE JOHN VAN WINKLE SURVEY NO. 14, ABS. NO. 786
 AND LOT 17, PFLUGERVILLE NORTHWEST SEC. 1 SUBDIVISION
 AUSTIN, TRAVIS COUNTY, TEXAS

SCALE: 1" = 30'

EDGEEMERE DRIVE
 (WARDS SPRINGS DRIVE)
 {60' R.O.W.}

WINDERMERE UTILITY COMPANY
 VOL. 9014, PG. 710
 RPRTCT

LEWIS M. McMURTRIE
 DOC. 2005132966
 OPRTCT
 [3.673 AC.]

WINDERMERE UTILITY COMPANY
 VOL. 9014, PG. 710
 RPRTCT

LOT 17

PFLUGERVILLE NORTHWEST
 SECTION ONE
 BK. 76, PG. 38
 PRCT

WINDERMERE UTILITY COMPANY
 VOL. 9255, PG. 504
 RPRTCT
 (2.3693 AC.)

HIKE & BIKE
 EASEMENT
 0.5260 AC. OR
 22,913 SQ. FT.

LEGEND

- 1/2" IRON ROD FOUND
 - COTTON SPINDLE FOUND
 - ⊙ MAG NAIL SET WITH WASHER
 - 1/2" IRON ROD SET WITH PLASTIC CAP "MCGRAY MCGRAY"
 - ⊗ X-CUT SET IN FACE OF CURB
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- PRTCT PLAT RECORDS, TRAVIS COUNTY, TEXAS
 RPRTCT REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
 OPRTCT OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING

RECORD INFORMATION

(XXX) VOL. 9255, PG. 504
 [XXX] DOC. 2005132966
 {XXX} BK. 76, PG. 38

SURVEYED BY: ISSUED: 7/14/08
 PAGE 6 OF 6



McGRAY & McGRAY
 LAND SURVEYORS, INC.

3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

AUSTIN GRID# P-38 JOB NO.: 08-034

LINE TABLE		
LINE	BEARING	LENGTH
L1	S49°53'57"E	6.14

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	16.57	90.00	10°33'03"	8.31	N71°47'43"W	16.55
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TCAD# 02-7633-05-14 & 02-7633-01-21

M:\SDSKPROJ\GILLELAND CREEK TRAILS\DWG\WINDERMERE EASEMENT.DWG

MATCH PAGE 5 OF 6

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Aug 28 02:37 PM 2008146151

CARTERT \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



HIKE AND BIKE TRAIL EASEMENT

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

That Heatherwilde Park General Corp. L.L.C., of the County of TRAVIS and State of TEXAS, hereinafter referred to as GRANTOR, whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to GRANTOR in hand paid by Travis County, a political subdivision of the State of Texas, whose mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as GRANTEE, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the said Travis County, an easement for the construction, operation, and maintenance of a hike and bike trail for that certain project entitled Gilleland Creek Hike and Bike Trail Phase III in, under, upon, and across the following described property, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

GRANTOR further covenants and agrees to use his property only in those ways consistent with the hike and bike trail easement herein granted, and agrees to do nothing which would impair, damage or destroy said hike and bike trail, or the facilities and improvements associated with said trail, and it is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and his successors and assigns.

In addition to the easement, rights and privileges herein conveyed, GRANTEE shall have the right to use so much of the surface of the property of GRANTOR as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this grant.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind himself, his heirs, executors, and administrators to WARRANT AND DEFEND FOREVER all and singular the said easement unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 27th day of MARCH, 2008.

GRANTOR: Heatherwilde Park General Corp. L.L.C.

By: [Signature]
 Signature of Authorized Representative

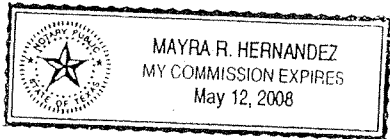
TERRY W. CAMPBELL
 Printed Name of Authorized Representative

MEMBER / PRESIDENT
 Title of Authorized Representative

ACKNOWLEDGMENT

STATE OF Texas §
 COUNTY OF Travis §
 §

This instrument was acknowledged before me on the 26 day of March, 2008, by TERRY W. CAMPBELL, in the capacity stated herein, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.



[Signature]
 Notary Public in and for the
 State of Texas

MAYRA R. HERNANDEZ
 Printed Name of Notary Public

My commission expires: 5/12/08

After Recording, Please Return To:
 Travis County, Texas
 c/o Transportation and Natural Resources Department
 P.O. Box 1748
 Austin, Texas 78767
 attn: Dee Heap

DH:dh

DESCRIPTION FOR HIKE & BIKE EASEMENT

DESCRIPTION OF 0.0688 OF ONE ACRE OR 2,996 SQUARE FEET OF LAND, MORE OR LESS, OUT OF LOT 1, BLOCK A, SAHD FIFTEEN SUBDIVISION, A SUBDIVISION IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, OF RECORD IN DOCUMENT 200000251, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.0688 OF ONE ACRE TRACT BEING A PORTION OF THAT TRACT DESCRIBED IN A DEED TO HEATHERWILDE PARK LIMITED PARTNERSHIP OF RECORD IN DOCUMENT 2000063088, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.0688 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap at the northwest corner of this tract, same being in the northwest line of said Lot 1, Block A and of said Heatherwilde Park tract, also being in the southeast line of that certain tract of land described as 2.3693 acres in a deed to Windermere Utility Company of record in Volume 9255, Page 504, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found at the north corner of said Lot 1, Block A and said Heatherwilde Park tract, and the east corner of said Windermere Utility tract, same being in the southwest line of Lot 1, Block 26, Amended Plat of Heatherwilde Section One, a subdivision in the City of Pflugerville, Travis County, Texas, of record in Book 86, Pages 150D-151A,B, Plat Records, Travis County, Texas, said Lot 1, Block 26 being described in a deed to Heatherwilde Homeowners Association of record in Volume 11613, Page 568, Real Property Records, Travis County, Texas bears N27°36'50"E 70.81 feet, said point of beginning having a State Plane Coordinate (Texas Central Zone, NAD83, U.S. Feet, Combined Scale Factor of 1.00007) grid values of N=10,104,093.28, E=3,145,368.63;

THENCE, with the northwest line of this tract, crossing said Lot 1, Block A and said Heatherwilde Park tract the following three (3) courses:

- 1) N82°19'25"E 38.05 feet to a 1/2" iron rod set with a plastic cap at the beginning of a curve;
- 2) with said curve to the left having an intersection angle of 44°40'17", a radius of 10.00 feet, an arc distance of 7.80 feet, the chord of which bears N59°59'17"E 7.60 feet to a 1/2" iron rod set with a plastic cap at the end of said curve; and
- 3) N37°39'08"E 46.28 feet to a mag nail set with washer at the north corner of this tract, same being in the northeast line of said Lot 1, Block A and, of said Heatherwilde Park tract, and the southeast line of said Lot 1, Block 26 and of said Heatherwilde Homeowners Association tract, from which point a 1/2" iron rod found at the east corner of said Lot 1,

Block A and of said Heatherwilde Park tract, same being at the north corner of Lot 2B, Block A, Final Plat of a Replat of Lot 2, Block A, Sahd Fifteen Subdivision, a subdivision in the City of Pflugerville, Travis County Texas, of record in Document 200100304, Official Public Records, Travis County, Texas, said Lot 2B being described in a deed to Heatherwilde Group, LTD. of record in Volume 12579, Page 348, Real Property Records, Travis County, Texas, also being in the southwest line of said Lot 1, Block 26 and of said Heatherwilde Homeowners Association bears $S66^{\circ}34'34''E$ 535.40 feet;

THENCE, with the northeast line of this tract, of said Lot 1, Block A and of said Heatherwilde Park tract, and the southwest line of Lot 1, Block 26 and of said Heatherwilde Homeowners Association tract $S66^{\circ}34'34''E$ 20.12 feet to a cotton spindle set with a plastic cap at the east corner of this tract;

THENCE, with the south line of this tract, crossing said Lot 1, Block A and said Heatherwilde Park tract, the following five (5) courses:

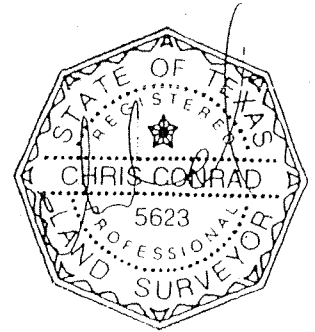
- 1) $S37^{\circ}39'08''W$ 64.34 feet to a 1/2" iron rod set with a plastic cap at the beginning of a curve;
- 2) with said curve to the right having an intersection angle of $32^{\circ}03'10''$, a radius of 50.00 feet, an arc distance of 27.97 feet, the chord of which bears $S53^{\circ}40'43''W$ 27.61 feet to a 1/2" iron rod set with a plastic cap at the end of said curve;
- 3) $S69^{\circ}42'19''W$ 10.07 feet to a 1/2" iron rod set with a plastic cap at the beginning of a curve;
- 4) With said curve to the right having an intersection angle of $26^{\circ}49'58''$, a radius of 30.00 feet, an arc distance of 14.05 feet, the chord of which bears $S83^{\circ}07'18''W$ 13.92 feet to a 1/2" iron rod set with a plastic cap at the end of said curve; and
- 5) $N83^{\circ}27'43''W$ 23.24 feet to a 1/2" iron rod set with a plastic cap at the west corner of this tract, same being in the northwest line of said Lot 1, Block A and of said Heatherwilde Park tract, and the southeast line of said Windermere Utility Company tract, from which point a 1/2" iron rod found in the northwest line of said Lot 1, Block A and of said Heatherwilde Park tract, same being at the south corner of said Windermere Utility Company tract, and at the east line of Lot 28, Block A, Watson Park III, a subdivision in the City of Pflugerville, Travis County, Texas of record in Book 84, Page 150A, Plat Records Travis County, Texas, said Lot 28 being described in a deed to the City of Austin, of record in Volume 11649, Page 17, Real Property Records, Travis County, Texas, bears $S27^{\circ}36'50''W$ 281.27 feet;

THENCE, with the northwest line this tract, of said Lot 1, Block A and of said Heatherwilde Park tract, and the southeast line of said Windermere Utility Company tract $N27^{\circ}36'50''E$ 36.43 feet to the POINT OF BEGINNING and containing 0.0688 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are Texas State Plane Grid bearings (Texas Central Zone, NAD83. The Combined Scale Factor is 1.00007). The reference for this project is "Austin RRP", a fixed control point, "Bastrop RRP", a fixed control point, "Johnson City RRP", a fixed control point, and "Taylor RRP", a fixed control point.

SURVEYED BY: **McGRAY & McGRAY LAND SURVEYORS, INC.**
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591



Chris Conrad

2/25/08

Chris Conrad, Reg. Professional Land Surveyor No. 5623

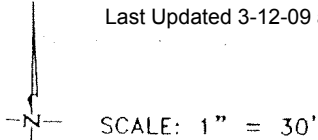
Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description.
Issued 2/25/08

TCAD# 02-7636-01-05
AUSTIN GRID P-38

SKETCH TO ACCOMPANY DESCRIPTION OF
0.0688 AC. OF LAND OUT OF
LOT 1, BLOCK A, SAHD FIFTEEN SUBDIVISION
AUSTIN, TRAVIS COUNTY, TEXAS

Last Updated 3-12-09 at 3:55pm



SCALE: 1" = 30'

WINDERMERE UTILITY COMPANY
VOL. 9255, PG. 504
RPRCT
[2 3693 AC.]

P.O.B.
GRID COORDINATES
N=10,104,093.28
E= 3,145,368.63

CITY OF AUSTIN
VOL. 11649, PG. 17
RPRCT

LOT 28, BLOCK A

WATSON PARK III
BK. 84, PG. 150A
PRTCT

AMENDED PLAT OF
HEATHERWILDE SECTION ONE
BK. 86, PGS. 150D-151A,B
PRTCT

HEATHERWILDE HOMEOWNERS
ASSOCIATION
VOL. 11613, PG. 568 RPRCT

LOT 1
BLOCK 26

HEATHERWILDE GROUP, LTD
VOL. 12579, PG. 348
RPRCT

LOT 2B
BLOCK A

FINAL PLAT OF A REPLAT
OF LOT 2, BLOCK A
SAHD FIFTEEN SUBDIVISION
DOC. 200100304
OPRTCT

HEATHERWILDE PARK
LIMITED PARTNERSHIP
DOC. 2000063088 OPRTCT
LOT 1
BLOCK A

SAHD FIFTEEN SUBDIVISION
DOC. 200000251
OPRTCT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°42'19"W	10.07

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	7.80	10.00	44°40'17"	4.11	N59°59'17"E	7.60
C2	27.97	50.00	32°03'10"	14.36	S53°40'43"W	27.61
C3	14.05	30.00	26°49'58"	7.16	S83°07'18"W	13.92

LEGEND

- 1/2" IRON ROD FOUND
- COTTON SPINDLE SET
- ⊙ MAG NAIL SET WITH WASHER
- 1/2" IRON ROD SET WITH PLASTIC CAP "MCGRAY MCGRAY"
- PRTCT PLAT RECORDS, TRAVIS COUNTY, TEXAS
- RPRCT REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

RECORD INFORMATION

- (XXX) DOC. 200000251
- {XXX} BK. 86, PGS. 150D-151A,B
- [XXX] VOL. 9255, PG. 504

ISSUED: 02/25/08
SURVEYED BY: PAGE 4 OF 4

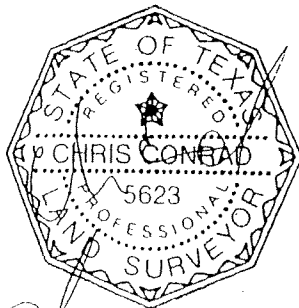
McGRAY & McGRAY
LAND SURVEYORS, INC.

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

AUSTIN GRID#: P-38

JOB NO.: 08-034

NOTES:
1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 DATUM. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM "AUSTIN RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10086515.894, E=3109682.481, "BASTROP RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10017936.014, E=3258565.353, "JOHNSON CITY RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10065960.150, E=2907737.954, AND "TAYLOR RRP", A FIXED CONTROL POINT HAVING COORDINATE VALUES OF N=10180739.281, E=3205490.919. THE COMBINED SCALE FACTOR IS 1.00007. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



Chris Conrad

2/25/08

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat. TCAD# 02-7636-01-05

LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Windemere Homeowners Association ("Windemere").

WITNESSETH

THAT WHEREAS, Windemere is the owner of land identified as Lots 20A and 20B, Block A Windemere, Phase F, Section 1 in Travis County, and a 6.351 acre tract of land located in Abstract 786, Survey 14 Van Winkle J, in Travis County, Texas (the "Land") as shown on Exhibit A; and

WHEREAS, County has proposed to install and maintain a Hike and Bike Trail (the "Trail") on the Land; and

WHEREAS, Windemere desires to allow County to use the Land for such purpose; to allow for recreation that will benefit the residents of the HOA and Travis County; and

WHEREAS, County and Windemere are aware that installing and maintaining the Trail will necessitate entering onto and working on the Land; and

WHEREAS, County desires to exercise certain rights and privileges upon the Land;

NOW, THEREFORE, County and Windemere in consideration of the mutual promises herein expressed, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

Windemere hereby grants a license to County, its employees and agents the right to enter the Land for the purposes of installing and maintaining a Hike and Bike Trail subject to the conditions set out below. This Grant shall be for a term of ten years, whereupon it will automatically renew for an additional twenty (20) years unless terminated by either party at least 90 days prior to the automatic renewal date.

II. INSTALLATION AT LOCATION DESIGNATED BY WINDEMERE

County agrees that it shall install the Trail at a location on the Land, specifically agreed upon by Windemere and County (the "License Area") County further agrees that it shall not relocate the Trail without Windemere's express written permission.

III. CONDITIONS

In consideration of the above-mentioned grant of License, County agrees to do the following:

1. The County will stake or otherwise mark the location of the Trail on the ground, the limits of construction and vegetation clearing, the location of any erosion control measures, and equipment access routes, for Windemere identification, prior to beginning construction. County shall also provide a construction schedule for Windemere prior to beginning construction.
2. Upon installation, property adjoining the Trail shall be restored by County to substantially the same condition which existed prior to the construction, with grass seed mixes as specified by County Transportation and Natural Resources Department ("TNR").
3. The Trail shall be installed at the expense of County. Construction may be performed by contractors for the County. County assumes full responsibility and liability for the safety and the acts or omissions of its employees or agents during the installation.
4. Windemere and County will coordinate together for the maintenance of the Trail.

IV. SAFETY

County shall assume full responsibility for the safety of any employee or agent of the County who enters the License Area for the purposes of installing or maintaining the Trail.

V. AMENDMENTS

This Agreement may be amended only by written instrument signed by both County and Windemere. IT IS ACKNOWLEDGED BY WINDEMERE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

VI. NOTICES

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Windemere: Earl Wellborn (or successor)
President
Windemere Homeowners Association
P.O. Box 1158
Pflugerville, Texas 78691-1158

If to County: Joe Gieselman
Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

With copy to: David Escamilla (or successor)
County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn File No. 163. _____

VII. VENUE AND CHOICE OF LAW

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

VIII. MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this License Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, 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 shall 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.

IX. SEVERABILITY

In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision of the Agreement had never been included in this Agreement.

X. ENTIRETY OF AGREEMENT

This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY

LICENSEE:
WINDEMERE HOMEOWNERS
ASSOCIATION

By: Margaret J. Gomez for
Samuel T. Biscoe
Travis County Judge

By: Earl Wellborn
Earl Wellborn,
President

Date: 5-1-07

Date: 4/18/07

State of Texas §
§
County of Travis §

This instrument was acknowledged before me, the undersigned authority, on the 18th day of May, 2007, by ~~Samuel T. Biscoe, Travis County Judge~~, on behalf of said County. Margaret J. Gomez, Commissioner

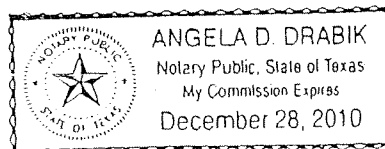


Melissa Velasquez
Notary Public, State of Texas
Melissa Velasquez
Printed Name
My Commission expires: 3-9-10

State of Texas §
§
County of Travis §

This instrument was acknowledged before me, the undersigned authority, on the 18th day of April, 2007, by Earl Wellborn, President of the Windemere Homeowners Association, on behalf of said Association.

Angela D. Drabik
Notary Public, State of Texas
Angela D. Drabik
Printed Name
My Commission expires: 12/28/10



LICENSE AGREEMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Heatherwilde Homeowners Association ("Heatherwilde").

WITNESSETH

THAT WHEREAS, Heatherwilde is the owner of land identified as LOT 1 BLK 26 AMENDED PLAT OF HEATHERWILDE SEC 1 in Travis County, Texas (the "Land") as shown on Exhibit A; and

WHEREAS, County has proposed to install and maintain a Hike and Bike Trail (the "Trail") on the Land; and

WHEREAS, Heatherwilde desires to allow County to use the Land for such purpose: to allow for recreation that will benefit the residents of the HOA and Travis County; and

WHEREAS, County and Heatherwilde are aware that installing and maintaining the Trail will necessitate entering onto and working on the Land; and

WHEREAS, County desires to exercise certain rights and privileges upon the Land;

NOW, THEREFORE, County and Heatherwilde in consideration of the mutual promises herein expressed, covenant and agree to and with each other as follows:

I GRANT OF LICENSE

Heatherwilde hereby grants a license to County, its employees and agents the right to enter the Land for the purposes of installing and maintaining a Hike and Bike Trail subject to the conditions set out below. This Grant shall be for a term of ten years, whereupon it will automatically renew for an additional twenty (20) years unless terminated by either party at least 90 days prior to the automatic renewal date.

II INSTALLATION AT LOCATION DESIGNATED BY HEATHERWILDE

County agrees that it shall install the Trail at a location on the Land, specifically agreed upon by Heatherwilde and County (the "License Area"). County further agrees that it shall not relocate the Trail without Heatherwilde's express written permission.

III. CONDITIONS

In consideration of the above-mentioned grant of License, County agrees to do the following:

1. The County will stake or otherwise mark the location of the Trail on the ground, the limits of construction and vegetation clearing, the location of any erosion control measures, and equipment access routes, for Heatherwilde identification, prior to beginning construction. County shall also provide a construction schedule for Heatherwilde prior to beginning construction.
2. Upon installation, property adjoining the Trail shall be restored by County to substantially the same condition which existed prior to the construction, with grass seed mixes as specified by County Transportation and Natural Resources Department ("TNR").
3. The Trail shall be installed at the expense of County. Construction may be performed by contractors for the County. County assumes full responsibility and liability for the safety and the acts or omissions of its employees or agents during the installation.
4. The County will, in its contract with its contractor that will perform the Installation described in Section II, require its contractor to include Heatherwilde as an additional insured.
4. Heatherwilde and County will coordinate together for the maintenance of the Trail.

IV. SAFETY

County shall assume full responsibility for the safety of any employee or agent of the County who enters the License Area for the purposes of installing or maintaining the Trail.

V. AMENDMENTS

This Agreement may be amended only by written instrument signed by both County and Heatherwilde. IT IS ACKNOWLEDGED BY HEATHERWILDE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

VI. NOTICES

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Heatherwilde: Joachim Schambach (or successor)

Last Updated 3-12-09 at 3:55pm

If to County: President
 Heatherwilde Homeowners Association
 16940 Cactus Blossom Drive
 Pflugerville, Texas 78660
 Joe Gieselman
 Executive Manager, TNR
 P.O. Box 1748
 Austin, Texas 78767

With copy to: David Escamilla (or successor)
 County Attorney
 P.O. Box 1748
 Austin, Texas 78767
 Attn File No. 163. _____

VII. VENUE AND CHOICE OF LAW

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

VIII. MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this License Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, 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 shall 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.

IX. SEVERABILITY

In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision of the Agreement had never been included in this Agreement.

X. ENTIRETY OF AGREEMENT

This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY

LICENSEE:
HEATHERWILDE HOMEOWNERS
ASSOCIATION

By: *Samuel T. Biscoe*
Samuel T. Biscoe
Travis County Judge

By: *Joachim Schambach*
Joachim Schambach,
President

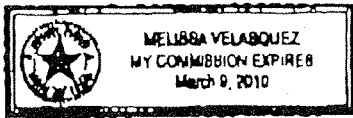
Date: 5-1-07

Date: 13 April, 2007

State of Texas §

County of Travis §

This instrument was acknowledged before me, the undersigned authority, on the 1st day of May, 2007, by ~~Samuel T. Biscoe, Travis County Judge~~, on behalf of said County, Margaret J. Gomez, Commissioner

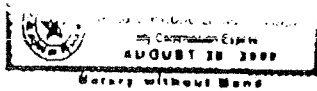


Melissa Velasquez
Notary Public, State of Texas
Melissa Velasquez
Printed Name
My Commission expires: 3-9-10

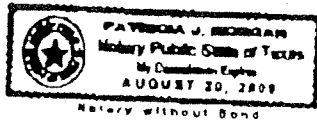
State of Texas §

County of Travis §

This instrument was acknowledged before me, the undersigned authority, on the 13th day of April, 2007, by Joachim Schambach, President of the Heatherwilde Homeowners Association, on behalf of said Association.



Patricia J. Morgan
Notary Public, State of Texas
Patricia J. Morgan
Printed Name
My Commission expires: Aug 20 2009



17 ✓



**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: March 17, 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

Proposed Motion:

Receive briefing and take appropriate action on a report from Health and Human Services and Veterans Service on the National Association of Counties' (NACo) Prescription Discount Card Program

Summary and Staff Recommendations:

The Prescription Discount Card Program was designed by NACo to provide—to its member Counties--a discount on the cost of prescription drugs to uninsured and underinsured County residents via a contract with CVS Caremark

The discount for prescription drugs applies to both brand-name and generic drugs. Cost savings vary by the price of the medicine on the day that it is purchased. The card cannot be used in conjunction with any other discount program or pharmacy card. The pharmacy card can also be used to obtain a discount on the cost of prescription drugs for pets and animals owned by County residents. Average savings to the residents of the participating counties on the cost of prescription drugs is around 20-22%.

In order to participate in the program, Counties must execute a contract with NACo. The discount cards are issued with the name and seal of the County. The cards also list the CVS Caremark help line toll-free number to assist residents with questions and concerns.

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Additionally, participating counties receive a monthly usage report on the number of cards used and the savings attributed to the use of the cards which assist the Counties in evaluating the effectiveness of the program.

Budgetary and Fiscal Impact:

The discount cards are made available to all County residents (individuals and families) at no cost to themselves or to the participating County.¹ Travis County must maintain its membership in NACo in order to participate in the program.

Counties contacted reported that no new positions were created to implement the program. However, additional functions were assumed by existing staff to oversee the program, restock card inventories for participating agencies, and answer residents' questions and concerns as they arose. Therefore, if the Court chooses to participate in the program, the department chosen to oversee the program should anticipate resource re-allocation at minimum.

Issues and Opportunities:

Approximately 18% of the Austin-Round Rock Metropolitan Statistical Area is uninsured². This is equal to approximately 165,780 residents of Travis County³. It is difficult to know how many additional residents are underinsured.⁴ Participation in a program that would help alleviate the financial burden imposed by having to pay full price for a prescription drug would be beneficial to County residents.

Background:

The Prescription Discount Card Program was designed by NACo to provide—to its member Counties--a discount on the cost of prescription drugs to uninsured and underinsured County residents via a contract with CVS Caremark

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

¹ CVS Caremark negotiates discounts with manufacturers and pharmacies, charges a transaction fee to the pharmacies, and, when applicable, receives rebates from drug manufacturers.

² Travis County Healthcare District: Strategic Plan Background and Overview, p. 10 – January 2007 (quoting Texas Comptroller Special Report – The Uninsured: A Hidden Burden on Texas Employers and Communities, April 2005).

³ Total estimated population in 2006 for Travis County was 921,006. U.S. Census Bureau.

⁴ This term refers to the fact that many residents that have health insurance coverage may only be covered for major medical costs and not for primary/specialty care outpatient visits nor for the medicines that may be prescribed by these care providers.

Criteria/Considerations	National Association of Counties	FamilyWise Community Service Partnership
<p>Ease of participation</p> <p>Costs associated with participation</p> <p>Discounts available to residents from</p>	<p>There are neither fees to pay to enroll nor forms to fill out.</p> <p>NACo Membership cost, for Travis County, last paid on November 14, 2008 was \$14,879 for CY 2009.</p> <p>There are neither costs nor financial benefits accrued to the County for participating in the discount program. Caremark/CVS negotiates the discounts directly with participating pharmacies. Neither NACo nor the participating counties receive any revenue from the program;</p> <p>Average discount is about 20% of the retail cost of the prescription drug.</p>	<p>There are neither fees to pay to enroll nor forms to fill out.</p> <p>There are no costs nor financial benefits accrued to the County for participating in the discount program</p> <p>The average discount for the FamilyWise card is 38%, almost double that of the National Association of Counties card.</p>

Criteria/Considerations	National Association of Counties	FamilyWise Community Service Partnership
<p>participation</p> <p>Contract Requirement</p>	<p>Contract – Item 7.1 stipulates that the term of the contract is for three years (or less) with an ending period of May 14, 2011 (Initial Term). Item 9.8 stipulates exclusivity rights to their drug discount program.</p>	<p>No contract or other “buy-in.”</p>
<p>Eligibility for Participating</p>	<p>Everyone is eligible. The discount cards are provided free to residents living in participating NACo member counties across the country. <i>If we did not renew the contract, we would lose eligibility to participate in the prescription drug discount program. However, if we sign the contract, we are committing to the renewal of our membership for another two calendar years to NACo;</i></p>	<p>Everyone is eligible and program is easy to administer and implement: There is no paperwork, administration, record keeping, eligibility, enrollment nor activation fees. There are no age or income requirements. There is no citizenship requirement. Cards are not individually numbered, no personal information is collected.</p>

Criteria/Considerations	National Association of Counties	FamilyWise Community Service Partnership
<p>Time frame to implement</p>	<p>Cards available within 8-10 weeks after signing the attachment to the contract specific for each County.</p>	<p>Can provide cards in as little as two weeks if chose to test the program first. Some counties phase in the program so that they can devote resources when available and as needed.</p>
<p>Tracking Usage</p>	<p>Website provides access to records for participating counties to see the number of prescriptions and amount of savings each month, broken down by zip code.</p>	<p>Can measure the results for the County by logging into the Partner section of the website to see the number of prescriptions and amount of savings each month, broken down by county and zip code. ■</p>

■ *Note: Analysis by TCHHS/VS Research & Planning. Sources of information: Copy of NACo contract, e-mails and phone communication with FamilyWise representative Ellen Imber, PBO Analyst, County Attorney, and Travis County Purchasing Office.*

NACo DISCOUNT PRESCRIPTION DRUG PROGRAM

Background of the Problem: Approximately 18% of the Travis County population is uninsured.¹ There's also a significant portion of the population that is underinsured--this term refers to residents that have health insurance coverage that may provide coverage for major medical costs, but not primary/specialty care outpatient visits or medicines that may be prescribed by these care providers. It is estimated that the uninsured total 165,781 individuals². It is difficult to know how many additional individuals are underinsured.

Goal: The Prescription Discount Card Program was designed by the National Association of Counties (NACo) to provide—to its member Counties³--a discount on the cost of prescription drugs to uninsured and underinsured County residents via a contract with CVS Caremark.⁴ Average savings for participating counties on the cost of prescription drugs is around 20-22%.

Cost: The discount cards are made available to all County residents (individuals and families) at no cost to themselves or to the participating County. CVS Caremark negotiates discounts with manufacturers and pharmacies, charges a transaction fee to the pharmacies, and, when applicable, receives rebates from drug manufacturers.

Participant Eligibility: All County residents are eligible to participate in the program regardless of income level or of insurance coverage. The discount for prescription drugs applies to both brand-name and generic drugs. Savings vary based on the price of the medicine on the day that it is purchased. **The card cannot be used in conjunction with any other discount program or pharmacy card.** However, the pharmacy card can be used when the medicine that a resident needs is either not covered by their insurance plan or they do not have any insurance coverage for medicines.

Interestingly, the pharmacy card can also be used to obtain a discount on the cost of prescription drugs for pets and animals owned by County residents.

NACo arrangements with participating Counties: In order to participate in the program, Counties must execute a contract with NACo. The discount cards are issued with the name and seal of the County. The cards list a help line with a toll-free number to CVS Caremark to assist residents with questions and concerns. Additionally, participating counties receive a monthly usage report on the number of cards used and the savings attributed to the use of the cards which assist the Counties in evaluating the effectiveness of the program.

¹ Travis County Healthcare District: Strategic Plan Background and Overview, p. 10 – January 2007 (quoting Texas Comptroller Special Report – The Uninsured: A Hidden Burden on Texas Employers and Communities, April 2005).

² Total estimated population in 2006 for Travis County – 921,006. 2006 American Community Survey.

³ Travis County first became a member of the National Association of Counties (NACo) in September of 2007 and renewed its membership for CY08 at a cost of \$14,879.

⁴ NACo undertook an RFP process and selected CVS Caremark (a pharmacy services provider) which has a network of about 60,000 pharmacies nationwide that participate in this program.

SUGGESTED DISTRIBUTION OUTLETS FOR PHARMACY CARDS

Schools Churches Libraries City Hall Jails Senior Centers
Health Departments and Clinics Pharmacies Non-profit organizations

Informing County residents about the program: NACo provides a marketing package to assist participating counties in getting the word out to the residents. There are many possible strategies for informing County residents of the Prescription Drug Discount Program: offering them as part of “menu” at our seven emergency assistance centers and at the City of Austin’s neighborhood centers; promoting their use at standing meetings of social services providers; posting the information on the County website; running PSA’s in the County and City television channels; and, informing agencies that are contracting to provide direct services to our clients via regular e-mails.

DISCOUNT PHARMACY CARDS CURRENTLY AVAILABLE IN TRAVIS COUNTY

- Pharmacy card through 340B pricing at Walgreens for Medical Assistance Program and Healthcare District Community Clinic clients;
- HEB Prescription Drug Discount Program (500 generic medicines for \$5.00 for one month supply);
- CVS Pharmacy Health Savings Pass (400+ generic prescriptions for \$10.00 for a 3-month supply); and
- Walmart \$4.00 price on a large formulary of generic medicines

DALLAS AND TARRANT COUNTY IMPLEMENTATION QUESTIONS AND ANSWERS

Staff focused on two Counties in Texas--Dallas and Tarrant—that are most like Travis County and most responsive to our inquiries.

Staff posed the following questions to the County staff responsible for administering the program in order to determine success in implementation of the program, implications for logistical requirements, and possible impact on existing staff’s work load.

Questions posed to participating Counties:

1. Who is the contact person for the County? Is this an additional duty for that person or is this a new position?
2. Who restocks the cards at the different distribution points?
3. Who orders new cards?
4. Who receives and analyzes the monthly reports on citizen participation and savings?
5. Are there other duties/tasks that have resulted from participating in this program that were not mentioned in the previous questions?

Dallas County

- **Primary Contact:** Upon the personal request of one of the Commissioners, Shannon Brown--the Purchasing Agent for the County--took on the task as primary contact for the program. Shannon states that the first two weeks were difficult because it required a significant time investment in responding to numerous phone calls and e-mails. These continue, but at a more manageable pace.
- **Marketing:** In June 2007, the County Purchasing department convened an information session for local social service agencies and asked for their assistance in distributing the pharmacy cards. Some of the agencies invited had an existing relationship with the County through HHS, the Juvenile Department, MHMR, or CPS. Several of the agencies were willing to participate but did not want to be listed on the website as distribution points. Instead, they trained their staff on the program and distribute the cards themselves to their clients/customers. The workforce development board is one of the largest participating agencies in this program.

Additionally, the County sent out cards with the tax statements that were mailed out in October 2007 at no extra charge from the firm that stuffs the statements and at no increase to the cost of postage.

- **Departmental/Agency contact:** All participating departments and agencies designated a *staff* member who would be responsible for contacting the Purchasing Department to ensure cards were fully stocked.
- **Restocking:** Caremark recommended an initial inventory equal to 25% of the County population. The Purchasing Department orders new cards and distributes them.
- **Usage and Savings Report:** Purchasing receives a monthly report from CVS Caremark via e-mail from NACo. Shannon Brown summarizes the data on usage and average savings and makes a report to Commissioners Court on a quarterly basis.

Dallas County reports savings to its residents in the amount of \$119,000 in seven months of participating in the program; the most current information available is for March of this year in which 704 cards were used to fill 2,305 prescriptions⁵.

Contact Information for Dallas County

Shannon Brown, Purchasing Agent

Tel. 214-653-7597

e-mail: sbrown@dallascounty.org

⁵ Personal communication with NACo headquarters staff, 4.18.08.

Tarrant County

- **Primary Contact:** After Commissioners Court approved the program, Gerald R. (GR) Smith--the Director of Tarrant County Human Services--became the primary contact for the program. Just as the Purchasing agent in Dallas County stated, Gerald Smith also notes that the program requires an additional investment of time in responding to numerous phone calls, in prompting staff to restock the inventory, and to give them out to clients.
- **Marketing:** GR worked with a group of TCU interns who studied the program and promoted it in the community in the Fall of 2007. All of the Social Service Agencies in the Counties meet on a quarterly basis. The County took the opportunity to provide an information session at a Quarterly meeting and asked for the assistance of the agencies in distributing the pharmacy cards.
- **Departmental/Agency contact:** All participating departments and agencies designated a *staff* member that would be responsible for ensuring re-stocking of cards by contacting the Human Services Department.
- **Restocking:** CVS Caremark recommended an initial inventory equal to 25% of the County population. GR orders new cards—shipping and delivery are via UPS and at no cost to the County. Storage can be a problem and the boxes are very heavy.

Usage and Savings Report: The NACo website is the repository for the monthly reports and are accessible to the contact persons for the Counties.

Until January 1, 2008, Tarrant County was #1 in Texas in savings and use for a 16-month period—total savings to its residents have been \$330,000 since joining in July, 2006. The most current information available is for March of this year in which 1,468 cards were used to fill 2,280 prescriptions⁶.

Contact Information for Tarrant County

Gerald R. Smith, JD/MPA
Director, Tarrant County Human Services
Tel. 817-531-5623 Cell 817-360-1286
e-mail: Gerald.Smith@TarrantCounty.com

⁶ Personal communication with NACo headquarters staff, 4.18.08.

BACKGROUND ON THE NATIONAL ASSOCIATION OF COUNTIES

Travis County first became a member of the National Association of Counties (NACo) in September of 2007 and renewed its membership for CY08 at a cost of \$14,879.

There are a myriad of benefits to membership in this organization, including:

- Seminars on the basics of management of a County for elected officials, as well as all types of seminars on public management;
- Legislative proactive representation at the federal level; and,
- Access to extensive research, publications and advocacy on many issues affecting county residents.
 - These issues cover such diverse areas as:
 - Agriculture and rural affairs;
 - Community and economic development;
 - Environment, energy and land use;
 - Finance and intergovernmental affairs;
 - Health;
 - Homeland security;
 - Housing;
 - Human services and education;
 - Justice and public safety;
 - Labor and employment;
 - Methamphetamine action clearing house;
 - Public lands; and
 - Transportation.

Note: Travis County must maintain membership in NACo to continue to make the program available to residents.

19

Travis County Commissioners Court Agenda Request

Voting Session: March 17, 2009
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action to Approve Submitting a Notice of Intent to Apply to the Texas Education Agency for a Texas 21st Century Community Learning Centers Grant.

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

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



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

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

DATE: March 10, 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: Texas 21st Century Community Learning Centers Grant – Notice of Intent to Apply

Proposed Motion:

Consider and take appropriate action to approve submitting a Notice of Intent to Apply to the Texas Education Agency for a Texas 21st Century Community Learning Centers Grant.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (HHS/VS), in partnership with the Austin Independent School District (AISD), is developing a grant proposal that will provide funding for after-school programs at 10 elementary schools: Allan, Allison, Blackshear, Brooke, Galindo, Maplewood, Oak Springs, Rodriguez, Sims and Sunset Valley. HHS/VS will serve as the fiscal agent for the grant while AISD will provide curriculum development and training as well as help with program oversight and evaluation. Grant funds will allow HHS/VS to hire a grant administrator and grant director as well as the site coordinators and assistants needed at each school. HHS/VS will contract with vendors and AISD teachers to provide the after-school instruction. (See attached organizational chart.)

A Notice of Intent to Apply needs to be submitted to the Texas Education Agency by March 19. The completed grant proposal package is due on April 14.

HHS/VS staff recommends approving the Notice of Intent to Apply.

Budgetary and Fiscal Impact:

The amount of grant funds will be approximately \$2 million a year, for the first 3 years of the 5 year project period. This is the requested amount from the grantor. The grant requires no cash, in-kind or other matching funds for this same period.

In Year 4, the grant award would be decreased by 25% and again in Year 5 by 25% of Year 4's amount, with the requirement that HHS/VS meet the funding decrease and sustain the program by the end of the fifth year. HHS/VS, along with its primary partner, Austin ISD, is poised to meet the sustainability requirement through the networks and associations it currently has in the community and with existing vendors at the schools and communities this proposal would be serving. As part of this grant, HHS/VS will build upon existing networks and develop a long-range sustainability plan to ensure that funding would be acquired from diversified funding sources to ensure continuity of programming.

The grant allows for up to 5% of each grant year's funding to be applied to administrative costs, including indirect costs.

Issues and Opportunities:

Fifteen AISD schools will be losing 21st Century grant funds at the end of FY'09. AISD will be submitting a new grant application to fund 10 of the schools in FY'10. The Travis County proposal will fund the remaining five schools plus five other schools that have a high need for after-school programming.

Background:

HHS/VS will submit a complete grant proposal for court consideration and approval on April 7.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
DeDe Bell, Senior Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

REQUEST FOR APPLICATION

Notice of Intent to Apply

**The undersigned school district hereby files a Notice of Intent to Apply for:
Texas 21st Century Community Learning Centers (CCLC), Cycle 6, Year 1
RFA # 701-09-103**

Name of Organization:	Travis County
Contact Person:	Deborah Britton
Mailing Address:	100 N. F-35 Austin, TX 78701

Phone Number (with area code): (512) 854-4109

E-mail Address: Deborah.Britton@co.travis.tx.us

The filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of applications in order to better expedite the review process and to finalize awards.

Filing this notice in no way binds the applicant in regard to its application for:
Texas 21st Century Community Learning Centers (CCLC), Cycle 6, Year 1

Applicants who do not file this notice are still eligible for funding.

Submit this notice by mail or by FAX as soon as possible after the receipt of the Request for Application but not later than Friday, March 13, 2009, to the following address:

Texas Education Agency
Document Control Center
1701 North Congress Avenue, Room 6-108
Austin, TX 78701-1494
Fax: 512-463-9811



Travis County Commissioners Court Agenda Request

Meeting Date: March 17, 2009

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED JOINT RESOLUTION OF THE AUSTIN INDEPENDENT SCHOOL DISTRICT, CITY OF AUSTIN AND COUNTY OF TRAVIS IN THE STATE OF TEXAS REGARDING FAMILIES, CHILDREN, NEIGHBORHOODS AND SCHOOLS. (JUDGE BISCOE)

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.

RECEIVED
COUNTY CLERK'S OFFICE
09 MAR 11 AM 11:45

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.

Last Updated 3-12-09 at 3:55pm

Sam Biscoe - Resolution Regarding the Joint Subcommittees

From: <mwaxler@austinisd.org>
To: <sam.biscoe@co.travis.tx.us>, <laura.morrison@ci.austin.tx.us>, <sheryl.cole@ci.austin.tx.us>, <bert.lumbreras@ci.austin.tx.us>
Date: 3/10/2009 8:51 AM
Subject: Resolution Regarding the Joint Subcommittees
CC: <markwilliams@austin.rr.com>, <kds@io.com>, <rich.bailey@ci.austin.tx.us>, Kathie Tovo <kbtovo@earthlink.net>
Attachments: Intergovernmental - Jt Subcommittees Final Revised Proposed Resolution re CCNS and FAC 03 09 09.doc

Good morning Everyone.

The Austin ISD Board of Trustees approved the attached Joint Resolution at its meeting last night. I will send the original signed by our Board President to you, Bert, for execution by the Mayor after Council action is taken; and then, if you could forward it to Judge Blscoe for execution when the Commissioners Court has acted, that will be great. Once fully executed, I will be happy to make copies for everyone's files.

Could we go ahead and plan for the next meeting of the Joint Subcommittees - the when and the what and the how?

Best,
Mel

Melvin E. (Mel) Waxler
General Counsel
Austin ISD
1111 West Sixth Street, #A240
Austin, Texas 78703-5399
(512) 414-6425 (Ofc)
(512) 414-8080 (Fax)
mwaxler@austinisd.org

CONFIDENTIALITY NOTICE: This email & attached documents, if any, may contain confidential information. All information is intended only for the use of the named recipient(s). If you are not the named recipient, you are not authorized to read, disclose, copy, distribute or take any action in reliance on the information and any action other than immediate delivery to the named recipient is strictly prohibited. If you have received this email in error, please immediately notify sender by telephone (512.414.6425) or priority email to arrange for a return of the original documents. If you are the named recipient, you are not authorized to reveal any of this information to any other unauthorized person.

JOINT RESOLUTION
of the
AUSTIN INDEPENDENT SCHOOL DISTRICT, CITY OF AUSTIN,
and COUNTY OF TRAVIS in the STATE OF TEXAS
Regarding
FAMILIES, CHILDREN, NEIGHBORHOODS AND SCHOOLS

WHEREAS, families and children, neighborhoods and schools are critical to the growth, diversity, vibrancy, and economic vitality of Austin; and

WHEREAS, the City of Austin, Austin Independent School District (Austin ISD) and Travis County are committed to their roles in providing a model place to live, ensuring that their collective policies and practices support and enhance the quality of life for Austin area families and children, and neighborhoods and schools; and

WHEREAS, the Austin ISD Board of Trustees on December 4, 2006 established the Community Committee on Neighborhoods and Schools (CCNS) to consider and make recommendations on the challenges neighborhoods and schools face in Austin ISD; and

WHEREAS, the Austin City Council on June 21, 2007 established the Families and Children Task Force (FAC) to provide recommendations to

improve the lives of families and children in the City of Austin; and

WHEREAS, the CCNS presented its report and recommendations to the AISD Board of Trustees on April 28, 2008, and to the Joint Subcommittees of the Austin Independent School District, the City of Austin, and Travis County (Joint Subcommittees) on March 7, 2008; and

WHEREAS, the Austin ISD Superintendent presented his recommendations regarding the CCNS report to the Board of Trustees on October 6, 2008, and the Austin ISD Board of Trustees directed staff to propose a plan addressing the recommendations of the CCNS and identify any additional resources needed in order to do so.

WHEREAS, the FAC presented its recommendations to the Austin City Council on October 16, 2008, and to the Joint Subcommittees on January 30, 2009; and

FINALLY WHEREAS, it is in the best interest of all residents of the City of Austin, Austin ISD, and Travis County that the City, School District, and County maximize collaboration in and coordination of all major planning efforts, including the City's Comprehensive Plan and the School District's Strategic Plan and Master Facilities Plan;

**NOW THEREFORE, BE IT JOINTLY RESOLVED BY THE
CITY COUNCIL OF AUSTIN, TEXAS, THE BOARD OF
TRUSTEES OF AUSTIN ISD, AND THE COMMISSIONERS
COURT OF TRAVIS COUNTY:**

That the Joint Subcommittees are hereby authorized and directed by their respective governing bodies to assist in the development of policies and programs that are supportive of families and children, and neighborhoods and schools, including but not limited to, the following recommendations from the CCNS and FAC:

- Develop an assessment tool that enables the City of Austin, Austin ISD and Travis County, as appropriate, to identify, evaluate, and communicate the educational impact of land-use law, policy, and development and redevelopment projects;
- As a standard practice, actively seek and promote opportunities to establish multi-use facilities at new and existing schools in partnership with public/private/non-profit entities, including housing non-profits (eg., community center; social services screenings and referrals; shared recreational facilities and programs; etc.);

- Develop a housing assistance program to help in the reduction of student mobility rates, including, but not limited to, credit counseling for families and foreclosure assistance;
- Recognize and support feasible expansion of quality extra-curricular initiatives and innovative programs, including after-school and summer programs, through public/private/non-profit partnerships; and
- Continue support for neighborhood-based schools collaborating on city planning initiatives to ensure quality education, equity and the viability of neighborhoods, using a variety of approaches, including, but not limited to, augmenting and geographically dispersing affordable housing,

BE IT FURTHER RESOLVED:

That the Joint Subcommittees may establish working and advisory groups as they deem necessary or appropriate to assist them in their efforts.

The City Manager, the Austin ISD Superintendent, and the County Judge are authorized and encouraged to provide on-going staff support to assist the Joint Subcommittees in coordination and collaboration between and amongst the City, County and District, and to participate fully as expert stakeholders.

FINALLY, BE IT RESOLVED:

That the Joint Subcommittees shall make recommendations regarding policy, budget, and programming to the Austin ISD Board of Trustees, Austin City Council, and Travis County Commissioners Court.

ADOPTED: _____, 2009

Will Wynn
Mayor
City of Austin Mayor

ATTEST: _____
Shirley A. Gentry
City Clerk

ADOPTED: _____, 2009

Mark Williams
President
Austin ISD

ATTEST: _____
Mitzi Boyles
Secretary to the Board

ADOPTED: _____, 2009

Sam Biscoe
Judge
Travis County

ATTEST: _____

County Clerk

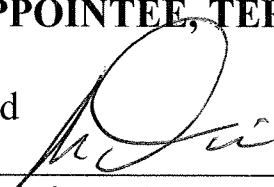
AGENDA REQUEST

Last Updated 3-12-09 at 3:55pm

VS #

22

Please consider the following item for voting session 03/17/09

- I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111
- B. Requested Text: **APPOINT ADRIENNE ISOM TO SERVE ON THE TRAVIS COUNTY HISTORICAL COMMISSION AS A PRECINCT ONE APPOINTEE, TERM EFFECTIVE UNTIL JANUARY, 2011.**
- C. Approved by: 
Signature of Travis County Commissioner Ron Davis, Pct. One)

- II. A. Is backup material attached*: YES X NO

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

- B. Have the agencies affected by this request been invited to attend the Voting Session? YES X NO

Please list those contacted and their phone numbers:

Adrienne Isom – 928-1606

Barry Hutcheson - 892-4938

III. PERSONNEL

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

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR -4 AM 10-02

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.

Travis County Historical Commission Application

NON-COMFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction of shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.

Know All Men By These Present

Adrienne Isom has read and understands the definition shown above as it relates to any possible conflict of interest.

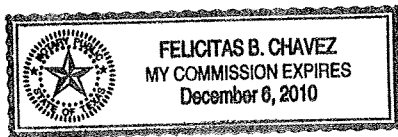
The undersigned makes the affidavit as specified of interest his/her part or on the part of an immediate family member.

In witness thereof, the undersigned has signed and sealed the instrument on this day of March 3, 2009

Adrienne Isom
Signature of Applicant

March 3, 2009
Date

Personally appeared before the undersigned Adrienne Isom
Who after being duly sworn, disposes and states that the facts stated in the above affidavit are true.



Felicitas B. Chavez
Notary Public, Travis County, Texas

My commission expires Dec. 6, 2010

TRAVIS COUNTY HISTORICAL COMMISSION

Membership Application/information for Appointment

Name(First, Middle, Last): Adrienne Donna Isom

Address (street, city, zip-code): 8404 Mayview Drive, Austin, Texas, 78724

E-mail Address: adrienne_isom@hotmail.com

Home Phone: (512)928-1606 Work(512) 803-6518 Cell: (512)803-6518

Travis County Precinct in which you live: 1st 2nd 3rd 4th

Biographical information

Employer: Wax Track Gallery International Arts / Humanities Org

Occupation/Position: Director / Founder

Business Address: 8404 Mayview Drive, Austin, Texas , 78724

Education: High School Uniondale High N.Y. / Regan, Austin College T.S.U. Houston

Graduate St. Edwards University

Degree, certificate, certifications, held: Bachelor of Arts Fine Arts, Masters Humanities

Other schools, training or employment that might aid in preservation work: My Gallery specializes in restoration projects and industrial arts projects. I also have an in dept knowledge through education of a variety of cultures. The focus of my Master's Degree was on the study of local / world cultures, and religions.

Special interests and hobbies: I love to create industrial arts projects, I sculpt, and design projects for a foundry, other private, commercial and government entities.

Describe any preservation work you have done or reasons why you are interested in being appointed to the Travis County Historical Commission (attach extra sheet, if required)

I am a historian, which through my organization has carried out research, and exhibition projects for almost every major diverse cultural organization in the city. We specialize in helping struggling museums to create exhibitions, and research projects to help attract, and educate visitors of all ages. I have also traveled to other cities across the nation to consult on project development for their museums, or museum projects. I would love to be a part of your quest, as it has also been my quest throughout the years also. I feel I will be able, (through knowledge of industrial art, as well as building knowledge) to help bring good economically sound, creative ideas to

the committee so that we can do the most that we possible can to help preserve history.

I would like to be considered for the Travis County Historical Commission and certify that the above information is true and correct. (Please attach Non-Conflict) interest Affidavit)

Adrienne Isom

Adrienne Rison-Isom / Historian / Humanist / Professional Artist

8404 Mayview Drive
Austin, Texas, 78724
(512)928-1606 (512)803-6518
waxtrackgallery.net / isomenterprises.com

October 1, 2008

To Historical Commission Members,

Greetings, I am Adrienne Rison-Isom. For many years I have spent a great deal of time perusing a mission which is near and dear to me. This is the mission of evoking a historical conscience in not only the citizens of Austin, but also Texas and various other parts of the U.S. This mission I have taken on through various pursuits. One such pursuit is a 501 c-3 organization I formed over 15 years ago entitled, "Wax Track Gallery Art Humanities Inc.". I have included information about what we have been doing over the years.

For myself, the mission of historical commitment was instilled in me as a child. My father the late Alton Rison was for many years a history teacher in the state of New York, before he became a school principal. My mother is a native of Austin. Both attended the historical *Tillotston College*, one of the only colleges in the country which African Americans could attend. He and his friends were recruited by Tillotson as a track team to come to Austin.(The Brooklyn Knights) This is where they met. Later my father took the dare as an African American to attend U. T. (1950's) and become the first African American to graduate with a Master's in Sociology. I was born in Austin, and raised in New York until 1974 when I moved to Houston, Texas to attend College.

My greatest history lessons actually occurred at home. My father would place a globe on the kitchen table and begin to teach my sister and me, lengthy lessons on U.S. and world history. During this time you dared utter a word! During my life time I spent many years with my family traveling across the country though many states by car to make the journey to Austin at least every two years. On our trips to Texas I always tell everyone, "We stopped at every museum, historical site, and dead person's house along the way". While driving my father would stop at (It seemed) every historical maker. He would have all of us to get out of the car and read the makers together as a family. Frankly, we just wanted to get to Texas, where our grandparents would take us to Aquarena Springs, Six Flags, and fishing, but you dared to complain.

The most exciting historical sites I could remember were those which had things children could touch, feel, and interact with. My favorite were Betsy Ross's house, The Liberty Bell, Bunker Hill, Sturbridge, Massachusetts, (Covered Bridge), Quaker Town (seeing the pillory), George Washington's Carver's Home, and China Town's (New

York) Museum which had fried duck intestine on exhibit. All of the rest I felt was too much information and quite boring.

I must say that later in life while attending school I realized how fortunate I was. As teachers spoke my mind connected with history, and understanding of cultures, with great appreciation, all because my father took the time to make sure his children were enlightened. Many of the places, and things the teachers spoke about I had seen in person. It makes a world of difference in validating your understanding and memories.

Understanding the struggle of all people through history, along with their great endurance has been an endless inspiration for me at every turn in life. For the past 30 years I have spent much of my time though various medias, trying to encourage a conscious awakening, in others towards their history, and everyone's history. Remembering what held my attention as a child is always in the forefront of my mind when I have the opportunity to present historical information or exhibitions. I always try to make them lively and interactive, to bring the old back to life by adding three dimensional objects, and even life like scenery.

I hope to be able to join your efforts to be an addition in anyway helping your mission.

Adrienne Rison-Isom / MLA Humanities

ADRIENNE RISON-ISOM

Last Updated 3/4/09 My Address - Austin -TX -78724 - (512) 928-1606 (512) 803-6518 - adrienne_isom@hotmail.com

Adrienne Rison-Isom, born in Austin, Texas, raised in Long Island, New York. Adrienne returned back to Texas (Houston) in 1974. She has resided in Austin, Texas since 1979.

“ I FEEL FORTUNATE THAT FOR THE MOST PART OF MY LIFE I HAVE BEEN SURROUNDED BY A WHIRLPOOL OF TALENTED, INTELLIGENT, POSITIVE HUMAN BEINGS, WHICH EMERGED FROM THE FOUR CORNERS OF THE GLOBE. MY STRENGTH COMES FROM CONTINUING TO MAKE NEW BONDS WITH INDIVIDUALS WHO ARE STRONGER THAN ME.”

DEDICATED TO SHARING A LIFETIME OF POSITIVE EXPERIENCES WITH ORGANIZATIONS, AND INDIVIDUALS.

I have worked in the field of history and research for almost two decades now. Recently I was inspired to obtain my Master’ s Degree in the area of Humanities from St. Edwards. I felt this would broaden my wishes to learn more about international cultures. I was correct in assuming this. I obtained a most enjoyable experience from the unusual, and determined professors from St. Edwards U., who intended to bring forth the most unforgettable experience you will ever have while obtaining a world full of knowledge.

My wish is to bring my life experiences, to an organization to help them to conduct business with the broad range of societies we now encounter, and to help them convey understanding of others in the same colorful manner as my mentors.

EDUCATION AND CREDENTIALS:

A. Education:

M.L.A. Humanities, Saint Edwards University, Austin, TX 2006

Emphasizing the study of cultures, life styles and traditions.

Additional graduate level courses in Art equaling 18 hours

BFA Art, Texas Southern University, Houston, TX 1998

Focus on traditional studio art, and graphic

B. Henry Ford Foundation, Scholarship 1977

C. Licensing and Certifications

AFFILIATIONS AND HONORS

Inducted into the National Women of Achievements Hall of Fame

Category for Art / Music 2002

Honored by:

Texas State Legislative Commendation 2002 / Accompanied

National Women of Achievement Award, for State Honored

Achievement.

Texas State House of Representatives Commendation / Presented by State Representative

Tracy King and United States Senator Rodriguez / Crystal City 2007/ for industrial arts project developments to enhance tourism for that city.

Huston-Tillotson Alumni Association since 2003

Honored by B.O.S.S. (Black Organization of State Workers) 2005

Honored by National Organization of African American Women

(2004)

FUNDED GRANTS

Awarded funding form the City of Austin Dept. Economic

Development, 3 consecutive years (to the current year) for Cultural Contracts grant supporting Wax Track Gallery Art Humanities Org. which Has supported numerous local, locally based international organizations, government, and educational institutions, with historical project endeavors, and research development.

Awarded funding from Texas Commission on the Arts, as an

individual artist and organizational contractor 8 consecutive years, for support of artistic and historical research endeavors, also sponsorship of international performance events brought to underserved communities in Austin. (Brazilian Parade and Band Performance)

Austin Police Association Grant, to Wax Track Gallery for support of Tuskegee Airmen Historical Exhibition brought to an impoverished area

in East Austin. (2007)

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United Way Grant / Emerging from LCRA, for support of Wax Track

Gallery Arts / Humanities historical endeavors brought to underserved areas in East Austin (two consecutive years 2007-2008).

PRESENTATIONS and Exhibition Development

South Gate Lewis Historical Museum – Development and establishment of museum installation’ s representing over 200 years of history pertaining to events occurring in East Austin, as they tie into local, and national occurrences. (2008)

Presenter at a St. Edwards Symposium - Spoke on the subject of “ The Current State of Art Education Programs at the Public School, and Higher Education Level” (April 2007).

Tuskegee Airmen Exhibition (Gallery Presentation) – Event Planner, Development, and Presenter of Exhibition brought to Austin, from Birmingham, Alabama, commemorating the Tuskegee Airmen. (2007)

Texas State Comptroller - Invited Motivational Speaker for Texas State Comptroller (2005)

El Grande Mercado – Event Planner, Presenter of “ Brazilian Parade Festival and Day Events” , in collaboration with El Grande Mercado Development Plaza. (Sponsored in Part by the Texas Commission on the Arts)

Texas State Capitol – Development of Genealogy Exhibition honoring prominent Hispanic leaders in Austin, and Texas.

Sponsored by the office of TX Senator Gonzalo Barrientos, and the State Preservation Commission. (2006)

Texas Department of Human Services – Development and Presentation of exhibition honoring Dr. Marie Gilbert (Founder of First African American Business College in Austin, and Commer Cottrell, International Entrepreneur. (2006)

German Texas Museum (Austin, Texas) – Development / Presenter of exhibition in collaboration with “ Mai Fest ” . (2003)

Texas State Capitol – Development Exhibition sponsored by State Representative Al Edwards, and the State Preservation Commission. A collaborative exhibition with a non-profit organization entitled “ Africa Bound. Africa Bound’ s mission is to assist third world countries with projects to improve poor water systems, control pestilence, and create other ideas to improve economic development of

those areas. Dr. Faye (President of Africa Bound) contributed beautiful exhibitions from various parts of Africa he had accumulated. These exhibition objects were combined with African American historical paraphernalia showing the transition of culture after Africans arrived in America. The Gallery also created a life size wax statue of warrior “ Shaka Zulu” to accent the exhibit. The exhibition was so well received, many statesmen, and state workers requested that the Preservation Commission allow the exhibition to remain weeks over the closing schedule.(2002) This exhibition was funded in part by the City of Austin, Economic Development. (Cultural Contracts Division)

Austin Energy (Barton Springs Rd. Austin) – Development and Presentation of exhibition commemorating African American History Month. (2001) Sponsored by City of Austin / Austin Energy.

Dell Incorporated (Austin) – Development and Presentation of exhibition commemorating African American History Month. (2001) Sponsored by Dell’ s Global Diversity Dept.

Dell Incorporated (Round Rock) – Presentation of exhibition commemorating “ Dies sy Sez” , honoring Leader Cesar Chavez, and Artist Frida Kahlo (2001) Sponsored by Dell’ s Global Diversity Dept.

Dell Jewish Community Center – Development and Presenter of historical exhibition honoring, Albert Einstein, Moses, former Prime minister Golda Mier, and Ann Franke. (2001)

Dell Incorporated (Austin) – Development of exhibition commemorating “ Native American Heritage Month” . (2000) Sponsored by Dell’ s Global Diversity Dept.

Chase Bank (Guadalupe St., Austin) – Development and Presentation of exhibition honoring former U.S. Congress Woman Barbara Jordan, U.S. Justice Thurgood Marshall. (2000) Sponsored by Chase Bank.

Nation’ s Bank Sponsored Exhibition (Austin, Texas) – Development and Presentation of exhibition honoring, two Native Americans; Chief Joseph, and Geronimo. (1999) Filmed by Fox TV

Texas Department of Human Services Headquarters – Development of exhibitions honoring General and Emeritus Dr. John Q. T. King, Barbara Jordan, and St. Rep. Al Edwards. (1999)

Austin Independent School District - Career Speaker for Partners in Education at several Public Schools (variety of years)

Huston Tillotson College (Austin, TX) - Presenter / Motivational Speaker Seminar held for the Fine Arts Department student population. (1999)

Texas Southern University (Austin, TX) – Presenter / Seminar for Freshman Fine Art Students. (1998)

Television and Radio Appearances

Featured guest on many television and radio programs

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KLRU – Documentary “ I’ ll Make Me a World” -- Featured African American leaders, speaking on the success of African Americans in the 21st Century (1997).

KAZI - Morning Show- Invited guest speaker on several occasions, to speak on the subject of the effects of academic curriculums, and strategies of improvement at the public school level, (2005, 2006, and 2007).

News 8 – A featured guest on several occasions -- Firstly, five years ago. News 8 spent an entire morning with Ms. Isom at the site of a popular downtown mural, which she was restoring for the second time in 5 years. (April 28, 2007) Made the featured guest on a Saturday talk show, speaking on the subject of the Tuskegee Airmen.

You may look at excerpts of these interviews on the www.news8.com site. (Type in Hickory Street Mural)

Fox 7 Morning Show – A featured guest many times. Most recent interview was April 2007. Ms. Isom was interviewed live, to speak on Tuskegee Airmen History, as pertaining to a featured exhibition that the Wax Track Gallery Art Humanities Org. brought to a disadvantaged area in East Austin (Doris Miller Auditorium), from Alabama. This was the largest and first pre-civil rights exhibition ever brought to Austin. The organization decided to bring the exhibition which was accompanied by the tour representative to that area, to Doris Miller Auditorium, because the facility is historic, and one that is frequented by hundreds of youth who come their to hang out, and participate in sports and other youth entertainment during the week. Having the exhibition there was a strategy to bring this history to the people who are the poorest, have the least method of transportation, and could benefit the most from experiencing the history. Over 900 citizens mostly from the area were able to attend the exhibition which lasted four days in total.

BUSSINESS AFFILICATIONS

Founder:

“ Wax Track Gallery International” (A 501-C3 organization) which conducts

Last Updated 3-12-09 at 3:55pm

historical research, and develops stationary and traveling exhibitions of historical memorabilia, and lends support of services to struggling museums. Develops and manages a curriculum based “ Art / To Industrial Art” application program which operates in private and non-traditional - education institutions. The organization originally became very popular for creating life-size statues in wax, fiberglass, bronze, and other durable medias of historic personalities. (Since 1997) This is how the name “ Wax Track “ came about. Adrienne Isom holds the position of Director.

Owner - Isom Enterprises Pre-cast Industrial Art. This company is an industrial contracting company that creates commercial, outdoor, and indoor institutional art, such as monuments, relief projects, fountains, commercial landscape items, plaza development and more, in durable medias such as; bronze, concrete and, or synthetics. This company was formed as a profit organization which is able to take on professional contracts which give our apprentice students real work experience. Isom Enterprises also supports our 501 C-3 organization, by generating match money for grants, (since 2003).

Sunbelt Education. Vice President- This company produces and is a national distributor of educational books written by the founder Dr. Alton D. Rison. These books primarily were written as guides used in the classroom by teachers as a tool, and by students and parents to use for personal study. The books help students pass a variety of state mandated tests.

TEACHING EXPERIENCE

The Art Institute of Austin / Located in Round Rock, Texas 2008

Adjunct Art Professor – Instruction of higher education art courses, Spring 2008

- ❖ Developed Curriculum for Freshman “ Observation Drawing “ classes. (A rudimentary class all students which were majoring in arts fields were required to take.)
- ❖ Evaluated work for students through curriculum criterion.
- ❖ Highly monitored student progress, conducting re-evaluating meetings with every student, prescribing resource materials to improve weak areas when necessary, until students mastered objectives.

Wax Track Gallery / Art Humanities Org. 2001-2007

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Instructor and Program Site Manager

Seven years of teaching experience from level 5th to 12th grades gained through our program contract based at Texas Empowerment Academy of Art and Technology, Austin, Texas.

(512) 989-2561 Contact Dr. David Bearden, Ed. Program Coordinator.

- ❖ Developed Curriculum for Public / Charter School -- format classes. Although all courses complied with TEKS standards, our curriculum was uniquely designed in the old “ Italian Guild” style, with specific rigid criterion, and goals, towards eventual professional / mastery outcome. Students are trained to make analytical approaches for completing work.
- ❖ Evaluated work for students through curriculum criterion. Highly monitored student progress, conducting re-evaluating meetings with every student, prescribing resource materials to improve weak areas when necessary, until students mastered objectives.

Austin Independent School District 1999-2000

Art Instructor

Instructed grades K-5 Art on a block Schedule

- ❖ Developed and taught curriculum for TEKS based art objectives including: drawing, principles of art, and a variety of multi-media projects.
- ❖ Evaluated student progress using a variety of peer, self, and teacher assessment techniques, of TEKS origin, and original invention.
- ❖ Implemented student art shows for in house, local community, and state based organizations. Arranged for professional exhibitions, and speakers to visit the school on a regular basis.
- ❖ Adapted higher artistic thinking formats around the TEKS curriculum to create an outstanding program within a program.

Received “ Distinguished Teacher rating “ as a first year teacher.

Journalist

media market broadcast stations in Houston, Texas, (1970s).

Continued Freelance Journalism for a variety of Journals including:

The Villager, Austin, Texas (Most Primary)

The Forward Times, Houston, Texas

The Dallas Examiner, Dallas, Texas

Write for other journals upon demand.

Conducted extensive coverage of the Texas Legislative Sessions for a variety of small journals who could not afford to send staff to the Capitol on a regular basis.

Administrative Work

Department of Human Services Headquarters and Extensions --1985-1997

11 Years of accounting series / Administrative / Research Analysis work for the Medicaid Division and the Fiscal Division of DHS .

Medicaid Billing – Research Analyst

- ❖ Researched Medicaid billing errors originating from contracted vendors.
(Direct contact by phone)
- ❖ Investigated inconsistencies in coding, and made corrections
- ❖ Generated and issued new bills to vendors, or initiated payments.

Medicaid Billing – Administrative Assistant / assisting the State Director of Medicaid Billing

- ❖ Developed legal and non legal correspondences
- ❖ Responded to phone calls, routed incoming correspondences, and conducted other support responsibilities.

Fiscal Division Position - included calculating and reconciliation of all redeemed vouchers send in by contracted vendors for ATP Client Program; meeting and coordination of information with at least three different agency officials from the State Comptroller, and the Treasury; supervisory responsibility of one other temporary employee.

Texas Department of Human Services (Administrative Headquarters 51st and N. Lamar) (512) 438-3011

Professional Artist for over 25 years

Created over 30 life size statues. Has also completed a variety of sculptures in other mediums; she has done many large and small painting commissions, and has served as a consultant on restoration projects, as well as initiating restoration as a contractor.

You may view some of the work on the commercial site isomenterprises.com, waxtrackgallery.net, or simply google her name.

Diplomacy

Have established many ties with a variety of companies, national, international organizations, and individuals, which has enabled her to expedite private, commercial projects, and historical endeavors with efficiency.

Additional Experience You Should Know

In addition to a lengthy career with the State of Texas, I also have a history of serving in a variety of positions, in accounts receivable, payable, and some general ledger experience. This experience gave me a base for creating and managing businesses. I have an extensive background of service with a variety of Credit Reporting Agencies; these include Retail Commercial Credit Agency, Equifax, Retail Credit Association, and other credit departments within a variety of companies. Served as a Credit investigator, in the area of compilation of credit history, and other data, developing reports for contract retail, and financial vendors, (Early 1980s).


TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

24 ✓

Voting Session: March 17, 2009

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: Appoint Santo J. (Buddy) Ruiz to serve on the Board of the Austin Travis County Mental Health Mental Retardation Center

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 5:00pm on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

SANTO J. (BUDDY) RUIZ

10211 Brantley Bend
Austin, Texas 78748
Email: sruiz@austin.rr.com

Home: (512) 897-3949
Cell: (512) 897-3949

EMPLOYMENT HISTORY

OCT., 2007 OWNER/SENIOR CONSULTANT, RESOURCES UNLIMITED, INC., - A
TO PRESENT CONSULTANT COMPANY FOR RESOURCE DEVELOPMENT

PROMOTE THE DEVELOPMENT OF NEW AND EXPANDED RESOURCE DEVELOPMENT FOR LOCAL AND COMMUNITY BASED NON-PROFIT ORGANIZATIONS, FOR-PROFIT COMPANIES AND EDUCATIONAL INSTITUTIONS. CURRENTLY, UNDER CONTRACT (.50%) WITH THE AUSTIN COMMUNITY COLLEGE CENTER FOR PUBLIC POLICY AND POLITICAL STUDIES.

FEB. 2008 DEVELOPMENT DIRECTOR - WORKERS DEFENSE PROJECT/PROYECTO
JULY, 2008 DEFENSA LABORAL, AUSTIN, TEXAS

RESPONSIBLE FOR GRANT WRITING/DEVELOPMENT AND DONOR FUNDRAISING. DEVELOPED AND SUBMITTED 14 GRANT REQUESTS IN SUPPORT OF PROGRAM ACTIVITIES. TARGET COMMUNITY INCLUDED DOCUMENTED AND UNDOCUMENTED WORKERS AND THEIR FAMILIES THAT WERE VICTIMS OF WORKPLACE ABUSE(S) SUCH AS SALARY THEFT OR BELOW MINIMUM WAGE SALARY LEVELS. PARTICIPATED WITH STAFF TO PROVIDE TRAINING AND EDUCATION ON WORKER'S RIGHTS AND LEGAL PROCESSES TO ADDRESS EMPLOYER ABUSES.

MARCH, 2003 EXECUTIVE DIRECTOR, THE NATIONAL CENTER FOR
TO SEPT., 2007 BEHAVIORAL HEALTH SOLUTIONS - A 501(C)(3) NON-PROFIT
COMMUNITY ORGANIZATION

RESPONSIBLE FOR THE OPERATIONS OF THE CORPORATION WITH A MISSION THAT INCLUDES PUBLIC POLICY DEVELOPMENT, LEADERSHIP TRAINING, RESEARCH, IMPLEMENTATION OF EVIDENCED BASED PRACTICES AND COMMUNITY EDUCATION. ASSURED COMPLIANCE WITH PROGRAM GOALS, OBJECTIVES AND REPORTING TIMELINES. STAFF: ADMINISTRATIVE, BUDGET, DATA COLLECTION AND ANALYSIS, EVALUATION. BUDGET: 3.2 MILLION

SIGNIFICANT ACCOMPLISHMENT (1): IN 2006, CREATED THE NATIONAL CENTER FOR BEHAVIORAL HEALTH SOLUTIONS - A 501(C)(3) COMMUNITY BASED ORGANIZATIONS - AND THE ESTABLISHMENT OF A GOVERNING BOARD COMPOSED OF LOCAL, STATE AND NATIONAL LEADERSHIP. (1A.) WITHIN A 2 YEAR PERIOD, DEVELOPED 4.2 MILLION IN FUNDING.

SIGNIFICANT ACCOMPLISHMENT (2): SUPPORT THE DEVELOPMENT OF A UNIQUE COST-BENEFIT STUDY THAT INCLUDES PRE-INCARCERATION/IN JAIL/POST-INCARCERATION COSTS DATA ANALYSIS.

SIGNIFICANT ACCOMPLISHMENT (3): PROMOTED THE FUNDRAISING STRATEGY IN SUPPORT OF THE ANNUAL (2001 THRU 2007) SOUTH TEXAS FAMILY AND CONSUMER EMPOWERMENT CONFERENCE:

- WORKED CLOSELY WITH THE VOLUNTEER COORDINATING COMMITTEE TO DEVELOP EVENT LOGISTICAL REQUIREMENTS (DATE, TIME, LOCATION/SITE), AND AGENDA (PRESENTATIONS, WORKSHOPS, GUEST PLENARY SPEAKERS, AWARDS CEREMONY);
- DIRECTED THE DEVELOPMENT AND IMPLEMENTATION OF THE FUNDRAISING AND SOLICITATION STRATEGY, INCLUDING DIRECT DONOR CONTACT, WRITTEN SOLICITATION LETTERS,

PHONE AND EMAIL CONTACT FOR DIRECT CONTRIBUTIONS (CASH AND ARTICLES TO BE USED AT THE SILENT AUCTIONS).

- TARGET LIST OF DONORS INCLUDED CONTRIBUTORS FROM THE PRIVATE AND PUBLIC SECTORS, PRIVATE INDIVIDUALS – FOUNDATIONS, PHARMACEUTICAL COMPANIES, MAJOR FOOD CHAINS, BANKS, HOSPITALS, ARTISTS, VENDORS AND CONSUMER BASED ORGANIZATIONS

JULY, 2001 DIRECTOR, RESOURCE DEVELOPMENT, CENTER FOR HEALTH CARE
TO SEPT., 2007 SERVICES – BEXAR COUNTY

RESPONSIBLE FOR THE OPERATIONS OF THE RESOURCE DEVELOPMENT OFFICE AND THE DEVELOPMENT OF COMPETATIVE APPLICATIONS TO SECURE GRANTS AND CONTRACTS THAT SUPPORT PROGRAMS IN MENTAL HEALTH, SUBSTANCE ABUSE, AND HOUSING. OPPORTUNITY TO BUILD SERVICE AND COMMUNITY PARTNERHSIPS THAT OFTEN BLENDS STREAMS OF FUNDING THUS IMPROVING SERVICE DELIVERY AND CUSTOMER SATISFACTION.

SIGNIFICANT ACCOMPLISHMENT (1): INCREASED THE CENTER'S DISCRETIONARY FUNDS FROM DIRECT FEDERAL FUNDING SOURCES FROM ZERO (0.0) TO 11.5 MILLION DOLLARS.

SIGNIFICANT ACCOMPLISHMENT (2): ENGAGED AND PROMOTED PARTNERSHIPS (30+) WITH LOCAL, STATE AND NATIONAL PUBLIC PROVIDERS, FAITH-BASED ORGANIZATIONS, COMMUNITY-BASED ORGANIZATIONS, ACADEMIC INSTITUTIONS.

SIGNIFICANT ACCOMPLISHMENT (3): PROMOTED THE CONCEPT WITH HUD AND THE SAN ANTONIO CITY GOVERNMENT TO SUPPORT THE DEVELOPMENT AND 3-YEAR FUNDING OF A SAFEHAVEN RESIDENTIAL MODEL PROGRAM TARGETING HOMELESS AND AT-RISK FEMALES IN BEXAR COUNTY.

SIGNIFICANT ACCOMPLISHMENT (4): CONDUCTED 2 REGIONAL TECHNICAL ASSISTANCE CONFERENCES DIRECTED AT BUILDING CAPACITY AND PARTNERSHIPS AMONG FAITH BASED ORGANIZATIONS, COMMUNITY BASED ORGANIZATIONS AND PUBLIC AGENCIES.

SIGNIFICANT ACCOMPLISHMENT (5): DEVELOPED THE SAMHSA-FUNDED JAIL DIVERSION GRANT (2003) THAT RECENTLY RECEIVED THE 2006 AMERICAN PSYCHIATRIC ASSOCIATION GOLD AWARD AS AN MODEL EVIDENCED-BASED JAIL DIVERSON MODEL PROGRAM FOR PERSONS COPING WITH MENTAL ILLNESS.

SIGNIFICANT ACCOMPLISHMENT (5): DEVELOPED A PARTNERSHIP WITH THE LOCAL CATHOLIC CHURCH, ALAMO WORKFORCE, GOODWILL, AMERICAN G.I. FORUM, ADULT PROBATION DEPARTMENT – TO PROVIDE GED AND JOB PLACEMENT SERVICES FOR EX-OFFENDERS RETURNING FROM JAIL/PRISONS.

MAY, 1985 FEDERAL PROGRAM OFFICER, THE SUBSTANCE ABUSE AND MENTAL
TO JULY, 2001 HEALTH SERVICES ADMINISTRATION – WASHINGTON, D.C.

RESPONSIBLE FOR THE SOLICITATION/PROCUREMENT OF COMPETATIVE BIDS FOR THE IMPROVEMENT OF SERVICE SYSTEMS TECHNOLOGY (IMPROVEMENT OF SYSTEMS DELIVERY) AND SERVICE TREATMENT EFFICACY (IMPROVEMENT OF CLINICAL CARE). RESPONSIBLE FOR THE PLANNING, REPORTING, EVALUATION, OVERSIGHT AND MONITORING OF PROJECT DELIVERY/IMPLEMENTATION AND ACCOUNTABILITY. BUDGET: 15 MILLION

SIGNIFICANT ACCOMPLISHMENT (1): DEVELOPED A PORTFOLIO OF 140 STATE-LEVEL, CITY AND COUNTY PROJECTS ACROSS 32 STATES DEDICATED TO THE IMPLEMENTATION OF EVIDENCED BASED TECHNOLOGY. TEAM LEADER: GRANT WRITING SKILLS DEVELOPMENT WITHIN FEDERAL REGIONS (DENVER, DALLAS, BOSTON, FLORIDA).

SIGNIFICANT ACCOMPLISHMENT (2): DEVELOPED A SPECIAL FOCUS WITHIN THE FEDERAL GRANT PROGRAM THAT "EAR-MARKED" FUNDS DEDICATED TO BUILDING CAPACITY GRANT COMPETITIVE SKILLS WITHIN MINORITY COMMUNITIES.

JULY, 1995 CASE MANAGER – JUBILEE FOUNDATION OF MARYLAND
TO JULY, 2001 SILVER SPRING, MARYLAND (PART TIME – 20 HOURS PER WEEK)

RESPONSIBLE FOR PROVIDING CASE MANAGEMENT (INCLUDING LIFE SKILLS TRAINING, BEHAVIORAL MODIFICATION THERAPY, EMPLOYMENT AND JOB SEARCH, ASSISTED EMPLOYMENT TRAINING); ACTED AS RESIDENTIAL HOUSE MANAGER, DEVELOPED STAFF HOURLY ASSIGNMENT SCHEDULES, RECREATIONAL AND SOCIAL ACTIVITIES AND FAMILY INVOLVEMENT ACTIVITIES.

MAY, 1981 FEDERAL PROJECT OFFICER, NATIONAL INSTITUTE OF DRUG ABUSE
TO MAY, 1985 ROCKVILLE, MARYLAND

RESPONSIBLE FOR THE MONITORING OF FEDERAL FORMULA GRANT PROGRAM PERFORMANCE AND EXPENDITURES FOR THE TREATMENT OF DRUG ABUSE IN THE STATES OF MICHIGAN, MISSOURI AND IOWA. WORKED IN PARTNERSHIP WITH STATE, CITY AND COUNTY LEADERSHIP IN PROMOTING TREATMENT SERVICES.

MAY, 1975 EQUAL EMPLOYMENT OPPORTUNITY OFFICER/DIRECTOR - ALCOHOL,
TO MAY, 1981 DRUG ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION,
ROCKVILLE, MD.

RESPONSIBLE FOR THE AGENCY'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM AND THE AGENCY'S AFFIRMATIVE ACTION PROGRAM – INCLUDING ST. ELIZABETH'S HOSPITAL IN WASHINGTON, D.C. MANAGED AND DIRECTED THE EEO AND INVESTIGATIVE PROCESS, MANAGED THE RESOLUTION ACTIVITY AND PREPARED RECOMMENDATIONS ON THE INVESTIGATION AND FINDINGS SURROUNDING THE ISSUES/FACTS OF A COMPLAINT. IN AFFIRMATIVE ACTION, WORKED CLOSELY WITH THE PERSONNEL OFFICE TO RECRUIT MINORITIES AND WOMEN INTO THE AGENCY'S WORKFORCE. ASSURED COMPLIANCE WITH ALL LAWS, STATUES AND REGULATIONS. REPORTED DIRECTLY TO THE AGENCY'S ADMINISTRATOR AND MANAGED A STAFF OF SIX PROFESSIONAL AND 3 ADMINISTRATIVE STAFF.

JULY 2, 1966 CASE MANAGER/GROUP WORKER – GOOD SAMARITAN CENTER, SAN
TO AUG. 1968 ANTONIO, TEXAS.

RESPONSIBLE FOR PROVIDING CASE MANAGEMENT, GROUP THERAPY AND OUTREACH TO A TARGET COMMUNITY (YOUTH AND THEIR FAMILIES) LOCATED IN THE WESTSIDE OF SAN ANTONIO, TEXAS. GOAL(S) INCLUDED REDUCING VIOLENCE AMONG COMMUNITY GANG MEMBERS, DEVELOPMENT OF POSITIVE BEHAVIOR CONDUCT, REDUCTION OF SCHOOL DROP-OUT RATES, AND LINKING FAMILIES OF CLIENTS WITH EMPLOYMENT, MENTAL HEALTH AND MEDICAL CARE, AND APPROPRIATE SOCIAL SERVICES AVIALABLE WITH THE CITY AND COUNTY GOVERNEMNT.

EDUCATION - UNIVERSITY OF TEXAS AT AUSTIN - BA PSYCHOLOGY, 1969

COMMUNITY ACTIVITIES

BOARD MEMBER - BETTER AUSTIN TODAY POLITICAL ACTION COMMITTEE – 2009 TO PRESENT
PRESIDENT – SOFT WIND CIRCLE NEIGHBORHOOD ASSOCIATION – 2008 TO PRESENT

COMMISSIONER - AUSTIN ENERGY UTILITY BOARD - JULY 2007 TO OCTOBER 2008
TEJANO DEMOCRATS, MEMBER - 2008 TO PRESENT
SOUTH AUSTIN DEMOCRATS - EXECUTIVE COMMITTEE - 2008 TO PRESENT
ALAMO AREA COUNCIL OF GOVERNMENT - MEMBER - CRIMINAL JUSTICE ADVISORY COMMITTEE
TEXAS EX-STUDENT ASSOCIATION - LIFE TIME MEMBER
TEXAS HEALTH INSTITUTE - MEMBER - 2005 TO PRESENT
AMERICAN G. I. FORUM - MARYLAND STATE PRESIDENT - 1975
EAST AUSTIN NEIGHBORHOOD ASSOCIATION - 1967- 1971 (FOUNDING MEMBER)
COMMISSIONER - AUSTIN HUMAN RELATIONS COMMITTEE - 1969

REFERENCES

LEON EVANS, EXECUTIVE DIRECTOR, CENTER FOR HEALTH CARE SERVICES, 210-731-1300
REYMUNDO RODRIQUEZ, HOGG FOUNDATION (RETIRED, 2007), 512-928-0411
GUS GARCIA, FORMER AUSTIN MAYOR, 512-587-2341

Travis County Commissioners Court Agenda Request

Voting Session 3 / 17 / 09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on the requested sale of two easements on County-owned land at the Travis County Del Valle Correctional complex, to allow for utility service to an adjoining property in Precinct Four. (Executive Session 1 & 2)

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

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

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

- | | |
|--|---|
| <u>Joseph P. Gieselman, TNR</u> 854-9383 | <u>Donna Williams-Jones, TNR</u> 854-9383 |
| <u>Steve Manilla, P.E., TNR</u> 854-9429 | <u>Chris Gilmore, Asst. CA</u> 854-9455 |
| <u>Greg Chico, TNR</u> 854-4659 | <u>Julie Joe, Asst. CA</u> 854-9513 |
| <u>Mike Martino, TNR</u> 854-7646 | |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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

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Travis County Commissioners Court Agenda Request

Voting Session 03/17/09
(Date)

Working Session 03/17/09
(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 BRIEFING FROM AND GIVE DIRECTION TO COUNTY ATTORNEY IN THE MATTER OF TRAVIS COUNTY V. FLINT HILLS RESOURCES, L.P. AND KOCH PIPELINE CO., L.P. AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE §551.071(1)(A) & (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.

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)

X Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR - 4 PM 2:18

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.

3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, March 17, 2009 Work Session _____
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of March 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 MARCH 3, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 3rd day of March 2009, the Commissioners' Court convened the Voting Session at 9:14 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 12:12 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:36 PM and adjourned at 1:37 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:37 PM and adjourned at 1:38 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:38 PM and adjourned at 1:38 PM.

The Commissioners Court reconvened the Voting Session at 1:38 PM.

The Commissioners Court retired to Executive Session at 3:12 PM.

The Commissioners Court reconvened the Voting Session at 5:16 PM.

The Commissioners Court adjourned the Voting Session at 5:19 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PARTIAL PLAT VACATION IN PRECINCT ONE: HIDDEN LAKE ESTATES, SECTION 1 SUBDIVISION (95 TOTAL LOTS). (ACTION ITEM #12) (9:15 AM) (2:16 PM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 12 for a summary of the action item.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt absent
Precinct 3, Commissioner Karen Huber yes
Precinct 4, Commissioner Margaret J. Gómez yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR); Robin Ramey, Travis County Resident; and Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to recess the public hearing.

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt yes
Precinct 3, Commissioner Karen Huber yes
Precinct 4, Commissioner Margaret J. Gómez yes

2. RECEIVE COMMENTS REGARDING A PARTIAL PLAT VACATION IN PRECINCT ONE: PARSONS MEADOWS SECTION ONE SUBDIVISION (57 TOTAL LOTS). (ACTION ITEM #13) (2:19 PM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 13 for a summary of the action item.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt yes
Precinct 3, Commissioner Karen Huber yes
Precinct 4, Commissioner Margaret J. Gómez yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, TNR.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt yes
Precinct 3, Commissioner Karen Huber yes
Precinct 4, Commissioner Margaret J. Gómez yes

3. RECEIVE COMMENTS REGARDING A TOTAL PLAT VACATION IN PRECINCT ONE: PARSONS MEADOWS SECTION TWO SUBDIVISION (84 TOTAL LOTS). (ACTION ITEM #14) (2:20 PM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 14 for a summary of the action item.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt yes
Precinct 3, Commissioner Karen Huber yes
Precinct 4, Commissioner Margaret J. Gómez yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, TNR.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt yes
Precinct 3, Commissioner Karen Huber yes
Precinct 4, Commissioner Margaret J. Gómez yes

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Brian Watson, Corpus Christi Resident; Ronnie Gjemre, Travis County Resident; Maurice Priest, Travis County Resident; Vickie Karp, Director, Public Relations, VoteRescue; Karen Renick, Founder, VoteRescue; Jenny Clark, VoteRescue. (9:22 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the following Consent Items: C1-C5 and Items 6, 7, 8, 9, 10.A. 11.A&B, 17, 22, 23, 24, 25, 27.A&B, 28, 29.A-C, 30, and 34. (9:43 AM)

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

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. REAPPOINT DAVID ERICKSON AND MARILYN SAMUELSON TO SERVE ON THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 13 TO A TWO YEAR TERM BEGINNING JANUARY 1, 2009 UNTIL JANUARY 1, 2011. (COMMISSIONER DAVIS)
- C3. REAPPOINT H. WILLIAM BEARE, JR., DAVID A. WHITE AND PATTI BYLER HANSEN TO SERVE ON THE TRAVIS COUNTY HISTORICAL COMMISSION, EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2011. (JUDGE BISCOE)
- C4. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSIONS OF FEBRUARY 10 AND 17, 2009.
- C5. APPROVE THE SETTING OF A PUBLIC HEARING ON MARCH 24, 2009 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO TRACTS OF 0.313 AND 0.179 ACRES, WHICH COMPRISE THE DRAINAGE EASEMENT RECORDED AS INSTRUMENT NUMBER 2008087239 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

RESOLUTIONS AND PROCLAMATIONS

4. APPROVE RESOLUTION RECOGNIZING THE MONTH OF MARCH 2009 AS "PROFESSIONAL SOCIAL WORK MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:53 AM)

Members of the Court heard from: Tuesday Sotelo, Intern, Travis County Health and Human Services (TCHHS); Andrea Colunga Bussey, Division Director, Family Support Services, Travis County Health and Human Services and Veteran Services (TCHHS&VS); Jane Prince-Maclean, Case Management Coordinator, Family Support Services Division, TCHHS&VS; Whitney White, Intern, Probate Court; Dalton Davis, Intern, Probate Court; Christy Moffett, Social Services Manager, TCHHS; Michael Giamotti, Guardianship Coordinator, Probate Court; and Sherri Fleming, Executive Manager, TCHHS&VS.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the Resolution in Item 4.

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

5. APPROVE RESOLUTION HONORING DAN T. RICHARDS FOR 22 YEARS OF SERVICE TO TRAVIS COUNTY AND EXPRESSING APPRECIATION FOR A LIFE OF PUBLIC SERVICE. (JUDGE BISCOE) (9:45 AM)

Members of the Court heard from: Ben Richards, Son of Dan Richards; Margo Fraser, Past Travis County Sheriff; and Roger Wade, Public Information Officer (PIO), Travis County Sheriff's Office (TCSO).

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve the Resolution in 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	yes

JUSTICE AND PUBLIC SAFETY ITEMS

6. CONSIDER AND TAKE APPROPRIATE ACTION ON A HELICOPTER LICENSE AGREEMENT BETWEEN AVELEX TECHNOLOGIES CORPORATION AND TRAVIS COUNTY. (9:43 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 REQUEST TO ADVANCE FUNDS TO PAY TRAVEL COSTS OF A SAFEPLACE EMPLOYEE FOR A SAFE HAVEN ALL SITE TRAINING PROGRAM THAT WILL BE GRANT REIMBURSED LATER. (9:43 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. APPROVE CONTRACT AWARD WITH BWM GROUP, RFQ NO. Q080290LP, PROFESSIONAL ENGINEERING SERVICES FOR ONION CREEK GREENBELT PROJECT. (9:43 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 CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES, PAVEMENT CONDITION SURVEY, RFQ NO. Q080251JW, TO THE HIGHEST QUALIFIED RESPONDENT, INFRASTRUCTURE MANagements SERVICES, LLC. (9:43 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. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACTS FOR RESIDENTIAL TREATMENT SERVICES: (9:43 AM)

A. MODIFICATION NO.3 TO CONTRACT NO. PS000209JW, HAVEN OF HOPE; AND

Clerk's Note: Item 10.A approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACTS FOR RESIDENTIAL TREATMENT SERVICES: (9:14 AM)

B. MODIFICATION NO.4 TO CONTRACT NO. PS000211JW, HMIH - CEDAR CREST LLC, D/B/A CEDAR CREST HOSPITAL & RTC.

Item 10.B postponed until March 10, 2009.

11. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACTS FOR PSYCHOLOGICAL EVALUATION SERVICES: (9:43 AM)

A. MODIFICATION NO. 1 TO CONTRACT NO. PS080283VR, MARY KILPATRICK, PHD.; AND

B. MODIFICATION NO. 1 TO CONTRACT NO. PS080284VR, PHILLIP A. KERNE IV, PHD.

Clerk's Note: Items 11.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

- 12. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PARTIAL PLAT VACATION IN PRECINCT ONE: HIDDEN LAKE ESTATES, SECTION 1 SUBDIVISION (95 TOTAL LOTS). (2:21 PM)

Clerk's Note: Item 12 is the action item for the public hearing on Agenda Item 1.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 12.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 13. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PARTIAL PLAT VACATION IN PRECINCT ONE: PARSONS MEADOWS SECTION ONE SUBDIVISION (57 TOTAL LOTS). (2:21 PM)

Clerk's Note: Item 13 is the action item for the public hearing on Agenda Item 2.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 13.

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

14. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A TOTAL PLAT VACATION IN PRECINCT ONE: PARSONS MEADOWS SECTION TWO SUBDIVISION (84 TOTAL LOTS). (2:21 PM)

Clerk's Note: Item 14 is the action item for the public hearing on Agenda Item 3.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 14.

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

15. CONSIDER AND TAKE APPROPRIATE ACTION ON ADDITIONAL INITIATIVES BY TRAVIS COUNTY, OTHER GOVERNMENTAL ENTITIES AND TRAVIS COUNTY RESIDENTS TO REDUCE GROUND LEVEL OZONE IN SUPPORT OF THE 2009 BIG PUSH INITIATIVE. (10:56 AM)

Clerk's Note: The Court discussed the following proposals for final review by the Court:

- 1) Restrictions in County Operations on Ozone Watch Days (OZWD);
- 2) Special Ozone Watch Day Teleworking Schedule;
- 3) Educate County Employees on Commuting Options; and,
- 4) Expand Communications to Travis County Citizens and County Employees.

Members of the Court heard from: Jon White, Natural Resources Program Manager, TNR; Tom Weber, Environmental Quality Program Manager, TNR; Alicia Perez, Executive Manager, Administrative Operations; Walter Lagrone, Director, Operations and Technology, Information and Telecommunications Systems (ITS); Ronnie Gjemre, Travis County Resident; and Adele Noel, Air Quality Project Manager, TNR.

ITEM 15 CONTINUED

Clerk's Note: The Court discussed Proposal 1 – Restrictions in County Operations on Ozone Watch Days:

- 1) Fueling restrictions – On OZWD the County fueling stations will be closed between 6:00 AM and 6:00 PM, and fuel credit cards will be frozen apart from specific exceptions; and,
- 2) Mowing restrictions – On OZWD all departments shall refrain from using gasoline or diesel powered lawn equipment and develop an alternative work-plan.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Proposal 1, dealing with those two restrictions.

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 Proposal 2 – Special Ozone Watch Day Teleworking Schedule.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we give tentative approval of Proposal 2; and that we ask that Staff touch base with legal to make sure the specifics that are listed here are legal for us; against the backdrop that ultimately it is the manager's call, whether that manager is an Elected Official, an Appointed Official, or what have you.

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 15 CONTINUED

Clerk's Note: The Court discussed Proposals 3 and 4:

- 3) Educate County Employees on Commuting Options; and,
- 4) Expand Communications to Travis County Citizens and County Employees.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Proposals 3 and 4.

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 a Resolution approving the participation of Travis County in the Clean Air Coalition's Big Push Effort to maintain compliance with the National Ambient Air Quality Standards for Ozone.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to approve the Resolution.

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 further discussed Proposal 4 - Expand Communications to Travis County Citizens and County Employees.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve the tips for all citizens.

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

16. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE ENVISION CENTRAL TEXAS WORK GROUP FOR COMMENTS ON PROCESS AND RECOMMENDATIONS REGARDING COUNTY GROWTH MANAGEMENT AUTHORITY. (10:45 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Jim Walker, Chairman, Envision Central Texas.

Discussion only. No formal action taken.

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THREE SEPARATE LICENSE AGREEMENTS TO ASSIST TRAVIS COUNTY STAFF WITH TRAPPING AND CONTROLLING THE FERAL HOG POPULATION ON TRAVIS COUNTY'S BALCONES CANYONLANDS PRESERVE LAND AND TRAVIS COUNTY MANAGED PARKLANDS WITH THREE INDIVIDUALS: MATT LUCAS, LARRY THOMAS AND LARRY REED. (9:43 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 FOR A JOINT USE ACKNOWLEDGMENT WITH KOCH PIPE LINE COMPANY, L.P. TO FACILITATE THE CONSTRUCTION OF A 2005 BOND PROGRAM PROJECT TO EXTEND PARMER LANE FROM US 290 TO STATE HIGHWAY 130, IN PRECINCT ONE. (9:42 AM)

Item 18 postponed until March 10, 2009.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

19. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RELATED TO THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (1:41 PM)

A. UPDATE ON TIMELINESS OF FUNDS EXPENDITURE RATE;

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); and Sherri Fleming, Executive Manager, TCHHS&VS.

Discussion only. No formal action taken.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RELATED TO THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (1:49 PM)

B. REVIEW LETTER REQUESTING A WAIVER OF TIMELINESS;

Members of the Court heard from: Christy Moffett, Social Services Manager, TCHHS.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve the letter in Item 19.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

20. RECEIVE NOTIFICATION OF ADDITIONAL COMMUNITY BLOCK DEVELOPMENT GRANT DOLLARS AWARDED TO THE COUNTY THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND TAKE APPROPRIATE ACTION. (1:50 PM)

Members of the Court heard from: Christy Moffett, Social Services Manager, TCHHS; and Sherri Fleming, Executive Manager, TCHHS&VS.

Motion by Judge Biscoe and seconded by Commissioner Davis that we receive the money, and start looking around on our list of potential Community Development Block Grant (CDBG) projects, try to figure out ones that we have given priority status already, and that we think we can complete in a timely manner.

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

21. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(1:58 PM)

- A. RECOMMENDATION FROM TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES DEPARTMENT REGARDING USE OF REMAINING FISCAL YEAR 2009 SOCIAL SERVICES FUNDING; AND
- B. DEPARTMENT'S REQUEST TO USE \$75,000 IN ONE-TIME FUNDING TO ESTABLISH A POSITION AND PROVIDE SERVICES FOR RESIDENTS IN RURAL TRAVIS COUNTY.

Clerk's Note: Items 21.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; Gus Peña, Travis County Resident; Jane Prince-MacLean, Case Management Coordinator, Family Support Services Division, TCHHS&VS; and Travis Gatlin, Budget Analyst, Planning and Budget Office (PBO).

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 21.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

Clerk's Note: The Court heard a request from PBO Staff to process the two budget adjustments necessary to implement Item 21.B as automatic budget transfers. This would be one-time funding. The start date of the position would be May 1, 2009 and the end date would be September 30, 2010.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve Item 21.B; that we give Travis Gatlin, Budget Analyst, PBO permission to do what he just requested.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

22. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:43 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 NEW GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION JUVENILE JUSTICE DELINQUENCY PREVENTION FUNDS PROGRAM FOR THE JUVENILE PROBATION DEPARTMENT TO PURCHASE ADDITIONAL CONTRACTED MENTAL HEALTH SERVICES TO ENHANCE THE DEPARTMENT'S COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE (COPE) MENTAL HEALTH COURT. (9:43 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

24. 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 \$846,738.71 FOR THE PERIOD OF FEBRUARY 13 TO 19, 2009. (9:43 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:43 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDING TRAVIS COUNTY CODE CHAPTER 38, LAW LIBRARY POLICIES. (COMMISSIONER GÓMEZ AND COMMISSIONER DAVIS) (2:22 PM)

Members of the Court heard from: Steven Broberg, Director, Records Management and Communication Resources (RMCR); Tenley Aldredge, Assistant County Attorney; Lisa Rush, Manager, Law Library, RMCR; and Alicia Perez, Executive Manager, Administrative Operations.

Discussion only. No formal action taken.

Item 26 to be reposted on March 10, 2009.

27. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE EAST SERVICE CENTER: (9:43 AM)

A. PLAQUE DEDICATION; AND

B. **RIBBON CUTTING** CEREMONY ON WEDNESDAY, MARCH 18, 2009, AT 10:30 A.M. (COMMISSIONER GÓMEZ AND COMMISSIONER DAVIS)

Clerk's Note: Items 27.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE RIGHT OF WAY LICENSE AGREEMENT WITH THE CITY OF AUSTIN FOR A COMMUNICATIONS TRENCH TO SERVE THE BUILDING AT 910 LAVACA. (9:43 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 REGARDING SETTLEMENT OF PROPERTY AND LIABILITY CLAIM RECOMMENDATIONS INCLUDING:
(9:43 AM)
- A. PAYMENT FROM LINE ITEM 525-1140-522-4503 IN THE AMOUNT OF \$11,149.39 MADE PAYABLE TO LIBERTY MUTUAL, AS SUBROGEE OF, FRANCISCO LOERA;
 - B. PAYMENT FROM LINE ITEM 525-1140-522-4503 IN THE AMOUNT OF \$12,750.00 MADE PAYABLE TO FRANCISCO LOERA AND BLUE CROSS BLUE SHIELD; AND
 - C. TRANSFER FROM LINE ITEM 525-1140-522-4511 FOR \$6,396.20 INTO LINE ITEM 001-4952-621-5003 FOR REPAIRS TO TRAVIS COUNTY SHERIFF'S OFFICE UNIT.

Clerk's Note: Items 29.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

30. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:43 AM)

Clerk's Note: Item 30 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

31. RECEIVE REPORT ON THE NACO PRESCRIPTION DISCOUNT CARD FROM MARC HAMLIN, DISTRICT CLERK OF BRAZOS COUNTY AND IMMEDIATE PAST PRESIDENT OF THE NATIONAL ASSOCIATION OF COUNTIES.
(JUDGE BISCOE) (9:57 AM)

Members of the Court heard from: Marc Hamlin, District Clerk, Brazos County.

Discussion only. No formal action taken.

Item 31 to be reposted on March 17, 2009.

32. NOTIFY COMMISSIONERS COURT AND COUNTY DEPARTMENTS REGARDING THE CALL FOR NOMINATIONS FROM THE TEXAS ASSOCIATION OF COUNTIES LEADERSHIP FOUNDATION FOR 2009 COUNTY BEST PRACTICES AWARDS. (JUDGE BISCOE) (3:11 PM)

Discussion only. No formal action taken.

33. NOTIFY COMMISSIONERS COURT AND COUNTY DEPARTMENTS REGARDING THE CALL FOR APPLICATIONS FROM THE TEXAS MUNICIPAL LEAGUE FOR PROJECTS WORTHY OF 2009 CITY-COUNTY COOPERATION AWARDS. (JUDGE BISCOE) (3:12 PM)

Discussion only. No formal action taken.

34. APPOINT VONNYE RICE-GARDNER TO SERVE ON THE TRAVIS COUNTY HISTORICAL COMMISSION, EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2011. (JUDGE BISCOE) (9:43 AM)

Clerk's Note: Item 34 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

AT 11:00 A.M.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (9:14 AM)

- A. LEGISLATION RELATING TO HEALTH BENEFITS COVERAGE PROVIDED TO PERSONS WHO RETIRE EARLY FROM EMPLOYMENT BY CERTAIN COUNTIES OR MUNICIPALITIES;

Item 35.A postponed until March 10, 2008.

ITEM 35 CONTINUED

35. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:24 AM)
- B. UPDATE ON LEGISLATION RELATING TO JUVENILE JUSTICE ISSUES IN THE 81ST TEXAS LEGISLATURE;
- C. TRAVIS COUNTY POSITION AND STRATEGY REGARDING LEGISLATION RELATING TO:
1. APPRAISAL REFORM (INCLUDING HB 2, HB 133, HB 134, HB 1038, HJR 22, HJR 36, SB 678, SB 721 AND SB 771);
 2. APPRAISAL CAPS (INCLUDING HB 17, HB 46, HB 127, HB 700, HB 701, HB 711, HB 1018, HB 1092, HB 1575, HJR 12, HJR 15, HJR 21, HJR 42, HJR 43, HJR 44, HJR 51, HJR 55, SB 218, SB 299, SB 700, SJR 10 AND SJR 13);
 3. REVENUE CAPS (INCLUDING HB 1576 AND SB 402); AND
 4. TAX ABATEMENTS (INCLUDING HB 88, HB 703, HB 773, HB 1127 AND HB 1127);

Clerk's Note: Items 35.B&C.1-4 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); The Honorable W. Jeanne Meurer, Judge, 98th District; Rodney Rhoades, Executive Manager, PBO; Susan Spataro, Travis County Auditor; and Greg Knaupe, Legislative Consultant, Santos Alliance, Inc.

Discussion only. No formal action taken.

Items 35.C.1-4 to be reposted on March 10, 2009.

ITEM 35 CONTINUED

35. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (12:05 PM)

D. HOUSE BILL 1284 - RELATING TO THE CREATION OF A COURT RECORD PRESERVATION FUND AND IMPOSING A FEE; AND

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; and Steven Broberg, Director, RMCR.

Discussion only. No formal action taken.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (12:05 PM)

E. SENATE BILL 555 - RELATING TO INDEMNIFICATION PROVISIONS IN CONSTRUCTION CONTRACTS.

Item 35.E postponed until March 10, 2009.

36. CONSIDER AND TAKE APPROPRIATE ACTION IN RESPONSE TO REVELATION THAT TEXAS DEPARTMENT OF TRANSPORTATION ROAD PROJECT MAY REQUIRE THE RELOCATION OF CERTAIN COUNTY FACILITIES. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY AND GOV'T CODE ANN. 551.072, REAL PROPERTY) (10:27 AM) (3:12 PM) (5:16 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. 551.072, Real Property.

Members of the Court heard from: Bubba Needham, Director, Transportation and Planning, Texas Department of Transportation, (TXDOT); Dwayne Halbardier, Transportation Engineer, TXDOT; Joe Gieselman, Executive Manager, TNR; and Sherri Fleming, Executive Manager, TCHHS&VS.

Discussion only. No formal action taken.

Item 36 to be reposted at the appropriate time.

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.

- 37. 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 (3:12 PM) (5:16 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. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize Staff to proceed with negotiations.

- 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

- 38. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING WHETHER TO FILE SUIT AGAINST PEDRO DANIEL TO RECOVER FOR DAMAGE TO A COUNTY-OWNED GUARDRAIL. 1 (3:12 PM) (5:16 PM)

Clerk's Note: Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we agree to settle this matter for \$1,720.00.

- Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt no
Precinct 3, Commissioner Karen Huber yes
Precinct 4, Commissioner Margaret J. Gómez yes

- 39. CONSIDER 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 (3:12 PM) (5:17 PM)

Clerk's Note: Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we give in and settle for \$500.00 and get this matter behind us.

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

- 40. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE SALE OF COUNTY-OWNED LAND OFF FM 969 IN EAST AUSTIN. ^{1 AND 2} (12:12 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 and Gov't. Code Ann. 551.072, Real Property.

Item 40 postponed until March 10, 2009.

- 41. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND OUTSIDE COUNSEL, RENE HICKS, ESQ. AND TAKE APPROPRIATE ACTION REGARDING NORTHWEST AUSTIN M.U.D. V. HOLDER IN THE SUPREME COURT OF THE UNITED STATES. ¹ (12:12 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.

Item 41 postponed until March 10, 2009.

42. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON STATUTORY REQUIREMENTS UNDER LOCAL GOVERNMENT CODE 157.022 REGARDING TREATMENT OF OVERTIME FOR CERTAIN PEACE OFFICERS. ¹ (3:12 PM) (5:18 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.

Discussion only. No formal action taken.

Item 42 to be reposted if necessary.

43. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING NEW LEASES BETWEEN TRAVIS COUNTY AND THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR COUNTY OWNED CLINICS. ^{1 AND 2} (3:12 PM) (5:18 PM)

Clerk's Note: Judge Biscoe announced that Item 43 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 43 to be reposted on March 10, 2009.

44. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE MEDIATION OF CLAIMS BY KAREN STEITL, INCLUDING SETTLEMENT OFFER IN EEOC CHARGE NO. 31C-2008-01470. ^{1 AND 3} (3:12 PM) (5:18 PM)

Clerk's Note: Judge Biscoe announced that Items 44 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Item 44 to be reposted on March 10, 2009.

Clerk's Note: The County Judge thanked Commissioner Huber for representing the Commissioners Court at the mediation hearings.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session March 17, 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 February 17, and February 24, 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 HOUSING FINANCE CORPORATION
HELD ON TUESDAY, FEBRUARY 17, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, February 17, 2009, at 1:38 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 ON REQUEST FOR HOME-BUYERS WHO PURCHASE A HOME THROUGH AUSTIN HABITAT TO TREAT THEIR SWEAT EQUITY AS AN INVESTMENT OF \$500.00 IN THEIR HOME.**

The Board heard from: Harvey Davis, Manager; and Miguel Gonzalez, Sr. Financial Analyst

Motion: Director Gomez moved to approve the request.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.**

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve the request.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The payment is \$500 to reimburse the state for an error of the consultant; the consultant paid the Corporation \$500 to cover the cost.

3. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PREPARE A GRANT APPLICATION FOR FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR A 2009/2010 HOME-BUYER ASSISTANCE PROGRAM.**

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve the request.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

4. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PAY FUND 475, CONTRACTUAL CAPITAL PROJECT, OF THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT FOR KENNEDY RIDGE WATER SUPPLY CORPORATION UTILITY RELOCATION PROJECT.**

The Board heard from: Harvey Davis, Manager; Joe Gieselman, Executive Manager, Transportation and Natural Resources Department; and John Hille, Assistant County Attorney

Motion: Director Davis moved to approve the request.
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 amount of the request is \$104,377.00

5. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: A. PROGRESS REPORT OF THE VISITATION CENTER AT THE TRAVIS COUNTY COMMUNITY JUSTICE CENTER; AND B. REQUEST FOR BUDGET INCREASE FOR THE CONSTRUCTION OF THE VISITATION CENTER.

The Board heard from: Harvey Davis, Manager; Roger Jefferies, Executive Manager, Justice and Public Safety; Kimberly Pierce, Manager, CJP; Roger El Khoury, M.S., P.E., Director; Jim Barr,

Motion: Director Biscoe moved to approve the budget increase request.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The budget increase is \$5,000

ADJOURN

The meeting was adjourned at 1:52 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, FEBRUARY 24, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, February 24, 2009, at 10:49 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. REVIEW PERFORMANCE OF THE 2007-2008 HOME DOWN PAYMENT ASSISTANCE PROGRAM AND TAKE APPROPRIATE ACTION TO IMPROVE SIMILAR PROGRAMS IN THE FUTURE.

The Board heard from: Harvey Davis, Manager

Staff Note: No action was taken

2. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE MINUTES OF BOARD OF DIRECTORS MEETINGS OF DECEMBER 2, 9, 16 AND 23, 2008.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the request.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES OF BOARD OF DIRECTORS MEETING OF JANUARY 6, 2009.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the request.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Last Updated 3-12-09 at 3:55pm

ADJOURN

The meeting was adjourned at 12:05 p.m.

Margaret Gomez, Secretary