

**AGENDA REQUEST INFORMATION:**

- **Session/Date:** Voting Session: April 7, 2009
- **Requested Action:** Consider and Take Appropriate Action on Travis County's Drought Disaster Declaration and Letter to the Governor Requesting State Assistance Due to Ongoing Drought Conditions

---

**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:** Travis County and other Central Texas counties are currently experiencing extreme and exceptional drought conditons. The drought conditions started in 2007 and have continually gotten worse with the significant deficit of rainfall. According to the U.S. Drought Index, Travis County drought category is classified as Exceptional and is forecasted to "Presist". The significant lack of moisture has not only increased the threat of wildland fires, it has had a major impact on the agricultural community. The Farm Service Agency (FSA) estimated that Travis County has lost at least thirty percent of the winter oats that were planted for grazing. The FSA has submitted a Flash Situation Report to the U.S. Department of Agriculture indicating the drought conditions are continuing and have severely impacted agriculture production. The FSA is currently developing a Damage Assesment Report that will provide additional information on the drought impacts on Travis County. The Governor of Texas has sent a request for a Federal Disaster Declaration to the President of the United States who has forwarded it to the U.S. Department of Agriculture for review and recommendation. By signing the Disaster Declaration and a Letter Requesting Assistance, Travis County will be in a position to receive help for the agriculture community if the request is granted. Under Chapter 418 of the Government Code, the County Judge has the authority to sign a Disaster Declaration which is in effect for seven days and then must be ratified by the governing body to continue. In a meeting last week with the Texas Agrilife Extention Service and FSA, it was decided to recommend a Disaster Declaration and Request for Assistance be signed and sent to the State in order to emphasis the drought conditions and be in a position to receive State and/or Federal help if made available. The amount and type of assistance will be determined if a Federal Declaration is issued. It is possible that financial assistance in the form of low interest loans could be made available. The Agrilife Extension Service and Travis County Office of Emergency Management recommend approving the Disaster Declaration and Request for Assistance.

RECEIVED  
COUNTY JUDGES OFFICE  
9 APR - 2 PM 4. 15

**TRAVIS COUNTY  
DISASTER DECLARATION**

**WHEREAS**, the County of Travis on the 7<sup>th</sup> day of April, 2009 has suffered widespread or severe damage and loss of property resulting from the effects of ongoing drought conditions; and

**WHEREAS**, such drought conditions are classified as 'exceptional' by the U.S. Drought Monitor; and

**WHEREAS**, the County Judge of Travis County has determined that extraordinary measures must be taken to alleviate the suffering of people and livestock, to protect or rehabilitate property, and restore or maintain the economic framework of our agricultural community.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF TRAVIS COUNTY, TEXAS:**

Section 1. That a local state of disaster is declared for the County of Travis, pursuant to Chapter 418.108(a) of the Texas Government Code.

Section 2. Pursuant to Chapter 418.018 (b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Travis County.

Section 3. Pursuant to Chapter 418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed with the County Clerk of Travis County.

Section 4. Pursuant to Chapter 418.018 (d) of the Government Code, this declaration of a local state of disaster activates the Travis County Emergency Management Plan.

Section 5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 7<sup>th</sup> day of April, 2009.

\_\_\_\_\_  
Samuel T. Biscoe, County Judge  
County of Travis, Texas

FILED IN THE OFFICE OF  
THE TRAVIS COUNTY CLERK

\_\_\_\_\_  
Dana DeBeauvoir, County Clerk

Date: \_\_\_\_\_

April 7, 2009

The Honorable Rick Perry  
Governor of Texas  
c/o State Coordinator  
Governor's Division of Emergency Management  
P.O. Box 4087  
Austin, Texas 78733-0001

Dear Governor Perry:

Travis County, Texas, is facing significant threats to life, health and property due to:

- Severe and prolonged drought conditions.
- The imminent threat of continued severe drought conditions.
- The inability of Travis County to fully assess drought related damages and to promulgate a comprehensive plan for relief, mitigation and recovery from the drought conditions.

The potential impact of this threat is:

Extraordinary economic losses to the agricultural community in Travis County including but not limited to hay, cattle/livestock and row crop producers and the inability or the limited ability for recovery from such losses.

I have determined that this incident is of such severity and magnitude that an effective response is beyond the capability of Travis County to control. Pursuant to § 433.001 of the Texas Government Code, I am requesting that you declare a state of emergency for Travis County, Texas, and issue appropriate directive to deal with the emergency.

Furthermore, I am asking that successive proclamations be issued and remain in effect until the threat of agriculture economic loss, social consequences, quality of life in our rural community, livestock injury or damage to property are contained, mitigated and restored.

Sincerely,

Samuel T. Biscoe  
Travis County Judge

Travis County Commissioners Court Agenda Request

Voting Session April 7, 2009

Work Session

- I. A. Request made by: \_\_\_\_\_ Phone # 854 -9434  
Joseph P. Gieselman, TNR Executive Manager
- B. Requested Text:  
Consider and take appropriate action on a request to approve entering into Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project by Resolution, in Precinct 1.
- C. Approved by: Commissioner Ron Davis, Precinct 1
  
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of 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)
  - 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

**Date:** March 30, 2009

### **MEMORANDUM**

**To:** Members of the Commissioners' Court

**Through:** Joseph P. Gieselman, Executive Manager

**From:** Steve Manilla, Public Works Director

A handwritten signature in black ink, appearing to read "Steve Manilla", written over the "From:" line.

**Subject:** Advance Funding Agreement with TxDOT for Howard Lane II

### **Proposed Motion:**

Consider and take appropriate action on a request to approve entering into Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project by Resolution, in Precinct 1.

### **Summary and Staff Recommendation:**

The County's Howard Lane project scope is to design and construct approximately 3000' of four-lane divided arterial roadway starting at an existing SH130 interchange and connecting to a City of Austin project that will extend the roadway an additional 5400' across the City's corporate boundaries to Cameron Road (see attached map). The County project was originally included in the 2005 bond program as a public-private project. The County funding level was established at \$6,735,000 and the private sector was to provide right-of-way and a cash contribution towards project costs. It also assumed that the City of Austin would complete the section of the project that crosses its corporate limits. Negotiations with the private parties failed and the bond funds were allocated to another project, as required by bond covenants. In 2008 the County was successful in obtaining new project funding through CAMPO. This reduced the County's local match to \$1,725,000 and still relies upon the City's commitment to fully fund its section of the project.

The CAMPO grant reduces the County's cost to a much smaller amount which in turn reduces the Property Owners cost share. In light of this change a renewed effort was made to form a partnership with the property owners and Road Construction Agreements (RCA) with them were successfully negotiated and executed. Upon approval of the TxDot Advance Funding Agreement and the RCAs with the property owners, in which the property owners agree to provide \$343,000, the County's costs for the Howard Lane project will be approximately \$1,382,000.

This AFA will provide 80% of the funding for the portion of the project for which the County is responsible. TNR recommends approval of the Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project. A requirement of TxDot's is for the Court to approve entering into the Agreement by Resolution. As such, the County Attorney's Office has prepared a Resolution for the Court's approval.

**BUDGETARY AND FISCAL IMPACTS:**

The County will be required to provide 20% of the funds needed to match 80% in state concession funding; \$1,500,000 and \$6,000,000, respectively. The County will also need to provide up to 3% for TxDot Direct Costs, including plan and environmental reviews and construction oversight. A \$1,725,000 request for the County's share of project costs was submitted to the Court in TNR's FY 09 Capital Budget request and is to be included in an issuance of Certificates of Obligation later this year. TxDot's funds will be provided to the County after the Advance Funding Agreement is approved. TxDot will require the payment of \$75,000 before they will expend resources on reviewing the project design and these funds will need to be paid as soon as possible. The Court previously approved spending up to \$1,150,000 of 1984 bond funds for the Howard Lane I and II projects, of which \$450,000 is remaining. TNR proposes to use a portion of this amount for the TxDot payment and the account number for the \$75,000 will be 452-4941-759-8164.

In a companion agenda request TNR will be recommending the Court approve two Road Construction Agreements with property owners that will participating in this project. In addition to donating right-of-way and easements the Property Owners will be providing \$343,000 that will be used to pay a portion of the County's costs. However, the Property Owners require that their funds not be released until the project is completed and the roadway is open to the public. TNR estimates that the \$1,725,000 requested in the FY 09 budget process along with the \$6,000,000 in state funds should be adequate to complete the project without receiving the Property Owner's funds until after the work is completed. Included in the \$1,725,000 fund request is \$225,000 for TxDot administration costs which ranges from 1% to 3% of the total \$7,500,000 project cost and will be based upon actual costs.

The City Public Works Department has indicated that it has funds available to complete its section of Howard Lane, which extends approximately one mile from the western terminus of the County project to Cameron Road. The City Attorney's Office and the County Attorney's Office are currently working with City and County Public Works Departments to complete an Interlocal Agreement (Draft Attached).

**ISSUES AND OPPORTUNITIES:**

After the 2005 Bond Project negotiations with the property owners failed and the Court reallocated the Howard Lane funds to another project, TNR began preparing a request to CAMPO for federal STP-MM funds to complete the project. To make the project more competitive for grant funds the City of Austin segment was included in the CAMPO request. The City confirmed that it would fully fund its segment which resulted in the County being able to show in its grant application that it was providing much more than the typical 20% matching amount. Additionally, TxDOT and the Greater Austin Chamber of

Commerce approached the County with an offer of assistance with the grant application because Howard Lane is an important link to SH 130 and because TxDot has several million dollars of sunk costs for the interchange it constructed. All parties worked diligently to build support for the County's grant application and in May 2008 CAMPO had short listed the Howard Lane project for fund approval. However, due to concerns about the project selection methodology that was used the CAMPO Policy Board agreed to fund a different project with STP-MM funds and recommended providing \$6,000,000 for the County's portion of the Howard Lane project from SH 130 Concession Funds. The Texas Transportation Commission approved CAMPO's recommendation in a July 31, 2008 board meeting and issued a Minute Order to that effect.

The fundamentals of the Property Owner Road Construction Agreements are that the County will be responsible for funding, designing, and building the project and the property owners will be responsible for donating all right-of-way and easements and contributing \$343,000. These Agreements have been executed by the property owners and will be presented for Court approval as separate agenda items.

### **BACKGROUND:**

The Capital Metropolitan Planning Organization has planned Howard Lane as an east-west arterial roadway in northeast Travis County. The section between Cameron Road and SH 130 (8,400LF) does not currently exist and the planned route traverses undeveloped land. The portion of Howard Lane within the Harris Branch subdivision (5,400 LF) is inside the City of Austin and the portion between Harris Branch and SH 130 (3,000 LF) is within the unincorporated area of the county. At the request of the County and the private land owners, the Texas Department of Transportation (TxDOT) constructed an interchange at the future location of Howard Lane during its Phase I construction of State Highway 130. It was anticipated that the local governments and the private land owners would subsequently construct the extension of Howard Lane to connect it to the SH 130 interchange.

On July 12, 2005 the Travis County Commissioners Court adopted its "Guidelines for Public/Private Partnerships for Arterial Roadway Construction". The guidelines basically call for the private land owners to dedicate all of the necessary right of way and drainage easements and to pay for half of the engineering and construction cost of a four-lane arterial, and for the county to pay the other half. In November, 2005 the County sought and received voter authorization for \$6,735,000 in county road bonds to fund its share of the construction of Howard Lane contingent upon entering into a partnership agreement with the private land owners before December 31, 2006. The private land owners declined to participate in the agreement and the County bond funds were reprogrammed to another project in accordance with the terms of the order calling the bond election. The County then began efforts to find alternative financing for the project and ultimately succeeded in obtaining a commitment for 80% of the funding needed from TxDot..

### **REQUIRED AUTHORIZATIONS**

Chris Gilmore, Assistant County Attorney

Jessica Rio, Planning and Budget Office

Attachments:

Project Location Map

Last Updated 4-2-09 at 4:55pm

AFA for a SH 130 Comprehensive Development Agreement Concession Payment Project  
Resolution  
Draft COA Interlocal Agreement

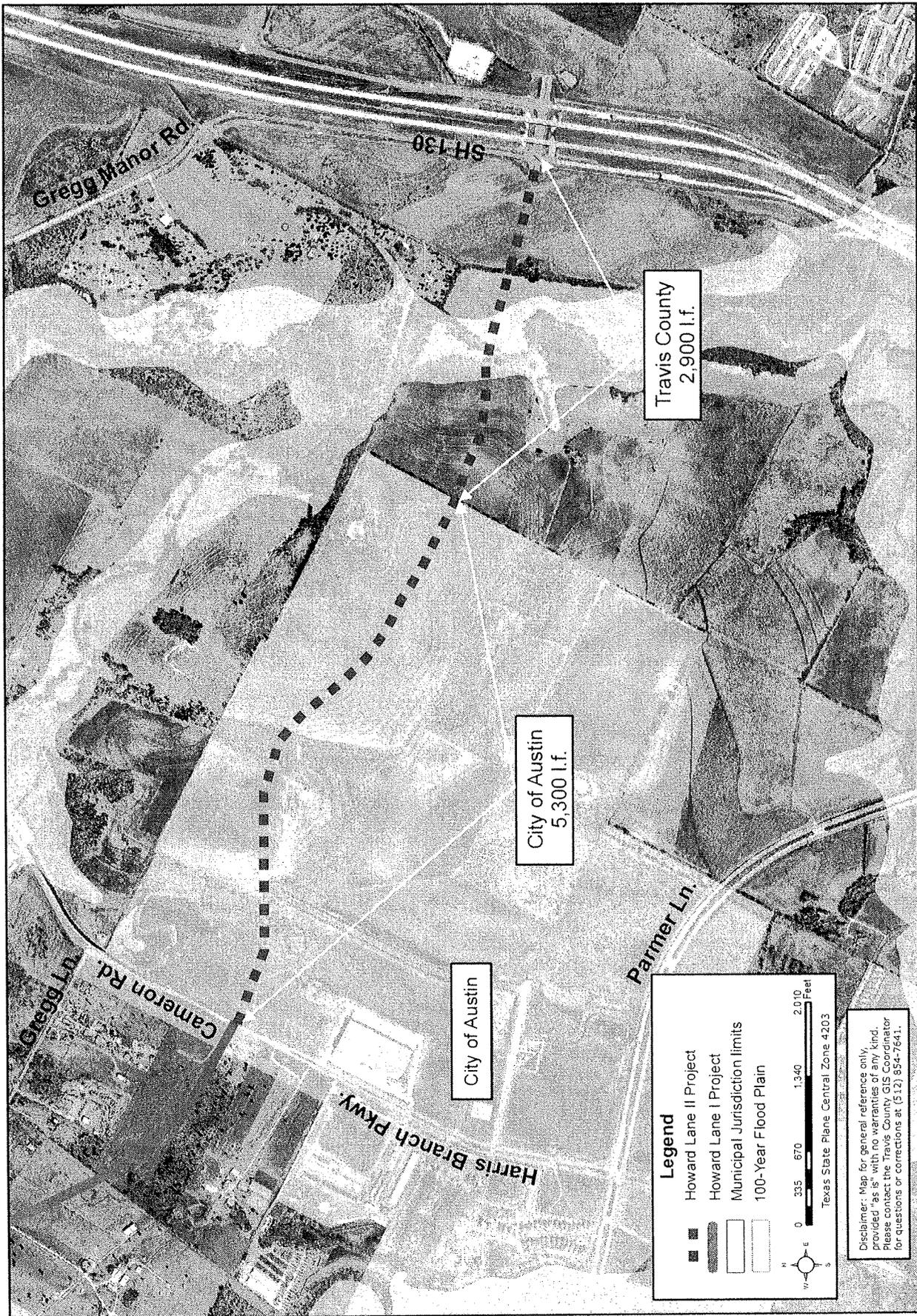
CC:

Bob Daigh, P.E., Pat Crews-Weight, P.E., TxDot

Steve Sun, P.E., TNR CIP Division Manager

Cynthia McDonald, Donna Williams, Bruni Cruz, TNR Financial Services

Sean O'Neal, Auditor's Office



**Legend**

- Howard Lane II Project
- Howard Lane I Project
- Municipal Jurisdiction limits
- 100-Year Flood Plain

0 335 670 1,340 2,010 Feet  
Texas State Plane Central Zone 4203

Disclaimer: Map for general reference only, provided "as is" with no warranties of any kind. Please contact the Travis County GIS Coordinator for questions or corrections at (512) 854-7541.



## Howard Lane II Project Map

(Cameron Road to SH 130)

TEXAS TRANSPORTATION COMMISSION

TRAVIS Counties

MINUTE ORDER

Page 1 of 1

AUSTIN Districts

Transportation Code, §228.012 requires the Texas Department of Transportation (department) to create a separate account in the state highway fund to hold payments received by the department under a comprehensive development agreement (CDA), the surplus revenue of a toll project or system, and payments received under Transportation Code, §§228.0111(g)(2) and (i)(2).

The department is required to create subaccounts in the account for each project, system, or region, and to hold money in a subaccount in trust for the benefit of the region in which a project or system is located. Interest earned on money in a subaccount shall be deposited to the credit of that subaccount. The department may assign the responsibility for allocating money in a subaccount to a metropolitan planning organization in which the region is located.

The department has created subaccounts in the state highway fund to hold the payments received from the SH 130 Concession Company, LLC, for the right to develop, finance, design, construct, operate, and maintain the SH 130 toll project from US 183 in Travis County, to I-10 in Guadalupe County. Selection of projects to be financed using those funds shall be made by the department, subject to Texas Transportation Commission (commission) concurrence. The projects are to be selected in a cooperative selection process which considers the desires of the cities and counties in which the project is located.

The department has established work programs to account for and track projects in the Austin and San Antonio Districts that are to be funded with the SH 130 payments. The department has developed a list of projects to be funded with the SH 130 payments and has placed a portion of those projects located in the Austin District in that work program. Additional projects may be added to the work program through commission approval.

IT IS THEREFORE ORDERED by the commission that, it concurs with the projects identified in the work program as shown in Exhibit A that have been selected by the department to be funded with the SH 130 payments, and approves the placement of those projects in the work program with CONSTRUCT authority, to be developed consistent with applicable state and federal laws, regulations, and procedures.

IT IS FURTHER ORDERED that, unless otherwise approved by the commission, all direct costs associated with these projects for which federal and state funds have not been allocated shall be charged to this work program, including the costs of right of way acquisition, preliminary engineering, and construction engineering, and the costs of department staff incurred in the development, procurement, and construction of the projects.

IT IS FURTHER ORDERED that the department shall annually provide the commission a report describing the status of projects in the work programs.

Submitted and reviewed by:

*James M. Bass*

Chief Financial Officer

Recommended by:

*Arnold S. ...*

Executive Director

**111440 JUL 31 08**

Minute Number Date Passed

<b>Austin District Project to be funded with SH 130 Concession Payment</b>		
<b>CSJ</b>	<b>PROJECT LOCATION</b>	<b>DESCRIPTION</b>
0914-04-255	Howard Lane from Cameron Road to SH 130	Construct 4-lane divided roadway extension

**RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT  
WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR  
CONSTRUCTION OF HOWARD LANE EXTENSION TO SH 130**

**WHEREAS**, pursuant to Texas Transportation Code Section 222.052, Travis County is authorized to contribute funds to be spent by the Texas Transportation Commission (the "Commission") in the development and construction of the public roads and state highway system within the County, and the Commission may accept such a contribution;

**WHEREAS**, on July 31, 2008, the Commission passed Minute Order 111440 authorizing the State of Texas, acting by and through the Texas Department of Transportation ("TxDOT"), to undertake a highway improvement project for the construction of the Howard Lane Extension to SH 130 (the "Project"); and

**WHEREAS**, the Travis County Commissioners Court finds that extending Howard Lane to SH 130 would facilitate the movement of goods and services in Travis County and would benefit the residents of Travis County;

**NOW, THEREFORE**, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute the attached Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project under which, among other things:

1. Travis County will be required to contribute 20% of the funds needed to match 80% in state concession funding, estimated to be \$1,500,000 and \$6,000,000, respectively, towards the design and construction of approximately 3000 linear feet of roadway to extend Howard Lane to SH 130; and
2. Travis County will be required to pay Direct State Costs, which typically are 1% to 3% of TxDOT's total costs for a project, and for this Project, are estimated to be approximately \$75,000 to \$225,000.

BE IT SO ORDERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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

---

Ron Davis, Commissioner  
Precinct 1

---

Sarah Eckhardt, Commissioner  
Precinct 2

---

Karen Huber, Commissioner  
Precinct 3

---

Margaret Gómez, Commissioner  
Precinct 4

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT**



**For a  
SH 130 Comprehensive Development Agreement  
Concession Payment Project**

**THIS AGREEMENT (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order 111440, authorizing the State to undertake and complete a highway improvement generally described as a regional project constructing the Howard Lane Extension and intersection improvement at SH 130 and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_ which is attached hereto and made a part hereof as Attachment A for construction of the Howard Lane Extension and intersection improvements at SH 130 at the location shown on the Map in Attachment B hereinafter referred to as the Project.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## AGREEMENT

### 1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Scope of Work

The scope of work is the construction of the Howard Lane 5-lane extension to SH 130 and the associated intersection improvements at SH 130 as shown on Attachment B.

### 3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment C which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify that the Federal Letter of Authority has been issued for the work covered by this Agreement.
- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited

by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party.  
If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

#### **4. Termination of this Agreement**

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

#### **5. Amendments**

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## **6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

## **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- e. The Local Government shall provide the State with written documentation from appropriate regulatory agency(ies) that identified environmental clearances have been obtained prior to receipt of bids.

## **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## **10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services.

The design shall conform to the American Association of State Highway Transportation Officials (AASHTO) design criteria and the engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

#### **11. Construction Responsibilities**

- a. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and recommend award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The Local Government will use its approved contract letting and award procedures to let and recommend award the construction contract.
- c. Prior to their execution, the State will be given the opportunity to review and approve contract change orders.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

#### **12. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

#### **13. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

**14. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
Executive Manager P.O. Box 1748 Austin, Texas 78767-1748	Austin District Engineer P. O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**15. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

**24. Civil Rights Compliance**

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**25. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**26. Debarment Certifications**

The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**27. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **28. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## **29. Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

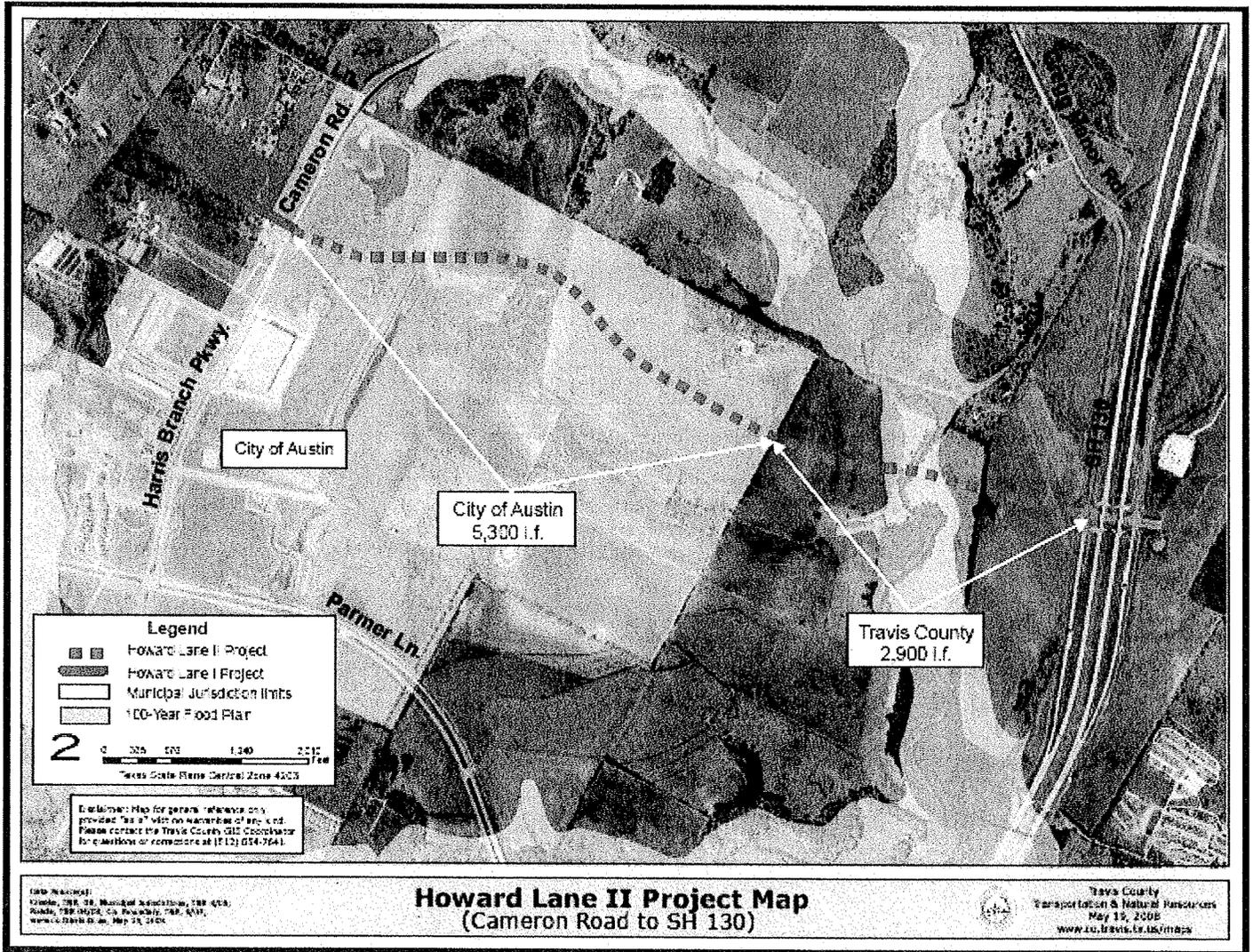
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **Resolution or Ordinance**

# ATTACHMENT B

## Location Map Showing Project



## ATTACHMENT C

### Project Budget

The State will participate in the cost of design and construction of the Howard Lane Extension and intersection improvements at SH 130. The State's funding shall be provided by the SH 130 Concession Payment in the fixed amount of \$6,000,000. The Local Government's estimated participation of this additional work is \$1,650,000, including construction items, construction engineering and inspection and Direct Costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Design & Construction of Howard Lane Extension and SH 130 intersection improvements at Howard Lane Extension	\$7,500,000	Fixed	\$6,000,000		\$1,500,000
Subtotal	\$7,500,000		\$6,000,000		\$1,500,000
Direct State Costs (including plan and environmental review, construction oversight) 1%	\$75,000			100%	\$75,000
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$7,575,000</b>		<b>\$6,000,000</b>		<b>\$1,575,000</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Participation = \$1,575,000**

**State Participation Fixed at \$6,000,000**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

TEXAS TRANSPORTATION COMMISSION

TRAVIS Counties

MINUTE ORDER

Page 1 of 1

AUSTIN Districts

Transportation Code, §228.012 requires the Texas Department of Transportation (department) to create a separate account in the state highway fund to hold payments received by the department under a comprehensive development agreement (CDA), the surplus revenue of a toll project or system, and payments received under Transportation Code, §§228.0111(g)(2) and (i)(2).

The department is required to create subaccounts in the account for each project, system, or region, and to hold money in a subaccount in trust for the benefit of the region in which a project or system is located. Interest earned on money in a subaccount shall be deposited to the credit of that subaccount. The department may assign the responsibility for allocating money in a subaccount to a metropolitan planning organization in which the region is located.

The department has created subaccounts in the state highway fund to hold the payments received from the SH 130 Concession Company, LLC, for the right to develop, finance, design, construct, operate, and maintain the SH 130 toll project from US 183 in Travis County, to I-10 in Guadalupe County. Selection of projects to be financed using those funds shall be made by the department, subject to Texas Transportation Commission (commission) concurrence. The projects are to be selected in a cooperative selection process which considers the desires of the cities and counties in which the project is located.

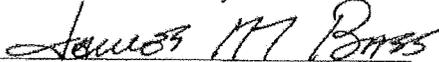
The department has established work programs to account for and track projects in the Austin and San Antonio Districts that are to be funded with the SH 130 payments. The department has developed a list of projects to be funded with the SH 130 payments and has placed a portion of those projects located in the Austin District in that work program. Additional projects may be added to the work program through commission approval.

IT IS THEREFORE ORDERED by the commission that, it concurs with the projects identified in the work program as shown in Exhibit A that have been selected by the department to be funded with the SH 130 payments, and approves the placement of those projects in the work program with CONSTRUCT authority, to be developed consistent with applicable state and federal laws, regulations, and procedures.

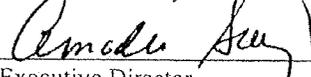
IT IS FURTHER ORDERED that, unless otherwise approved by the commission, all direct costs associated with these projects for which federal and state funds have not been allocated shall be charged to this work program, including the costs of right of way acquisition, preliminary engineering, and construction engineering, and the costs of department staff incurred in the development, procurement, and construction of the projects.

IT IS FURTHER ORDERED that the department shall annually provide the commission a report describing the status of projects in the work programs.

Submitted and reviewed by:

  
Chief Financial Officer

Recommended by:

  
Executive Director

**111440 JUL 31 08**

Minute Number      Date Passed

<b>Austin District Project to be funded with SH 130 Concession Payment</b>		
<b>CSJ</b>	<b>PROJECT LOCATION</b>	<b>DESCRIPTION</b>
0914-04-255	Howard Lane from Cameron Road to SH 130	Construct 4-lane divided roadway extension

HOWARD LANE II  
INTERLOCAL COOPERATION AGREEMENT  
CITY OF AUSTIN AND TRAVIS COUNTY  
March 2, 2009 DRAFT

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

WHEREAS, the County and the City desire to complete Howard Lane II, a four lane divided CAMPO Arterial Roadway between Cameron Road and SH 130 as depicted on Exhibits "A" and "B" (the "Project"); and

WHEREAS, the County has entered into those certain Howard Lane II Road Construction Agreements with Anne B. Schryver, Carol Schryver-Bloom, Brain B. Schryver and Jeffrey E. Schryver and with Trafalgar I, L.P. (collectively the "Road Construction Agreements"), and entered into the State of Texas-Travis County Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project (the "AFA"), for the design and construction of the section of Howard Lane II within the unincorporated area (the "County portion"); and

WHEREAS, a portion of the Howard Lane II Project is located within the corporate limits of the City (the "City portion") and the City has budgeted funds to complete the development and construction of its portion of the Project: and

WHEREAS, the Project, which is generally described and depicted in attached Exhibits "A" and "B" may be developed in two portions, the City portion and the County portion; and

WHEREAS, premises considered and for purposes of cost efficiency the City and the County desire to combine the development and construction of their respective portions of the Project; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
- (b) The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "County's Director") will act on

behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County's Director will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.

- (c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director may designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
- (d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.

## 2. Project Development.

- (a) The County will be responsible for the management of the development and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (vi) acceptance of the completed work.
- (b) The plans and specifications for the City portion of the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), or the design and construction standards of the Texas Department of Transportation (TxDOT), whichever is more stringent, unless otherwise agreed by the Parties. The plans and specifications for the County portion of the Project shall be in accordance with the current design and construction standards used by the County for its roadway and

bridge projects, except where the use of TxDOT standards is a requirement of the AFA. The plans and specifications will include the scope of design set forth in attached Exhibits "A" and "B." In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.

- (c) 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 and the County and will have the County and the City named as an additional insured with respect to such general liability and automobile liability coverage. The County will select and contract for professional services with the highest qualified consultant using county procurement procedures. The County will obtain the City's concurrence of the selection prior to awarding the professional services agreement for the design engineer. Within five (5) days of receiving notification of the County's determination of the highest qualified consultant, the City will approve the consultant to be used for the project design and construction documents. Prior to awarding the professional services agreement, the City Project Manager and the County Project Manager shall agree on a method for tracking City and County Project design costs.
- (d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for their respective portions of the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for their respective portions of the Project, during the development and construction of the Project.
- (e) Unless otherwise waived by Section 5(o), City permit and associated fees shall be required only for the City portion of the Project. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects and all City fees shall be paid by the City. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Project.
- (f) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process for the City portion of the Project.

- (g) The County shall require the consultant to immediately take any appropriate remedial action to correct any deficiencies with the development of the City portion of the Project identified by the City.

3. Project Bidding & Award of Construction Contract.

- (j) The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. Prior to bids being solicited, the City Project Manager and the County Project Manager shall agree on a method of tracking City and County construction costs. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and for the Project improvements to be funded by the City and the City shall respond within five (5) working days. Upon written agreement of the City, the County will approve a firm unit-price or lump sum contract for the construction of the Project with the successful bidder. If determined necessary to fulfill obligations in its Road Construction Agreements and AFA the County may bid the County and City portions separately.

4. Additional Management Duties of the County. County hereby covenants and agrees to provide:

- (a) four (4) sets of the plans and specifications for the construction of the Project at the one hundred percent (100%) design complete stages for the City's review and approval;
- (b) written responses to the City's initial plan review comments within 14 working days of receipt from the City;
- (c) written notice to the City of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (d) written notice to the City of the bid tabs for the Project;
- (e) Consultant and Construction contractor contract administration services;
- (f) written copy to the City of all contracts affecting the Project, including accompanying information regarding compliance with the City's minority and women owned businesses policy;

- (g) a monthly itemized statement to the City of all disbursements made and debts incurred during the preceding month relating to the City portion of the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt and accompanying information regarding compliance with the City's minority and women owned businesses policy;
- (h) executed change orders to the City, jointly approved by the City and the County, related to the City portion of the Project;
- (i) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women owned businesses policy;
- (j) a copy to the City's Project Manager of any change order request related to the City portion of the Project within two (2) working days of the County receiving them from the Contractor,;
- (k) the opportunity for the City to verify compliance with its design standards for the City portion of the Project at the 30%, 60%, 90%, and 100% design complete stages;
- (l) a waiver of all County permit and associated fees applicable to the Project;
- (m) funding for the completion of the environmental, design, and construction documents for the County portion of the Project;
- (n) funding to pay for construction management, inspection, and testing services required for the County portion of the Project.
- (o) approval of all construction contractor pay requests and change orders that pertain to the City portion of the Project within five (5) days of receiving the documents from the City;
- (p) all applicable permits and environmental clearances for the Project;
- (q) funding for the acquisition of any real property interests required for the County portion of the Project and utilization of the County's eminent domain authority as needed to complete the acquisitions as expeditiously as possible;
- (r) coordination of utility relocations for the Project and funding to pay the costs of utility relocations that are required for the County portion of the Project that are not legally the responsibility of the utility owner;

- (s) to the extent required by the AFA, TxDOT approval of the development and construction of the Project;
- (t) to the extent required by TxDOT, completion of the National Environmental Policy Act (NEPA) process for the Project;
- (u) County acceptance of the portion of the Project which is located within the County upon satisfactory completion of construction and any applicable warranty or construction performance period, and a copy to the City of the record drawings of the Project for the City's records.

5. Management Duties of the City. The City hereby covenants and agrees to provide:

- (a) expeditious reviews and approvals of the submitted plans and specifications for the City portion of the Project by providing any initial comments within 14 working days of submittal, review and approve the County's responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
- (b) expeditious reviews for any applicable permit applications required by the City for the City portion of the Project and work in good faith to resolve any outstanding issues;
- (c) expeditious reviews of any change order proposal for the City portion of the Project by returning the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition, and expeditious responses to requests-for-information and shop drawings review requests by responding to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;
- (d) funding for construction management, inspection, and testing for the City portion of the Project. At the option and expense of the City, the City may perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers. Such additional testing shall be scheduled to avoid delaying the construction of the Project to the maximum extent practical.. In connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Project with the County; the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;

- (e) coordination between the City and County Project Managers, as reasonable and necessary to facilitate the completion of the Project on time and within budget;
- (f) immediate reporting of any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (g) expeditious reviews and joint approvals of the construction contractor's application for partial and final payments by completing, executing, and returning pay requests related to the City portion of the Project within five working days of receiving them from the County;
- (h) attendance at meetings at the request of the County's Project Manager;
- (i) consent to the County completing work within the City's corporate jurisdiction, as may be revised by annexations;
- (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, City acceptance of the City portion of the Project and any additional portions of the Project located within the City's corporate jurisdiction at the time of completion of the Project;
- (k) design review comments on the City portion of the Project to the County at the 30%, 60%, 90%, and 100% design complete stages within two weeks of receiving design documents from the County;
- (l) funding for the County to obtain all applicable permits and environmental clearances for the City portion of the Project;
- (m) funding for the acquisition of any real property interests required for the City portion of the Project and utilization of the City's eminent domain authority as needed to complete the acquisitions as expeditiously as possible;
- (n) funding for the completion of the environmental, design, and construction documents for the City portion of the Project;
- (o) a waiver of all City permit and associated fees applicable to the Project;
- (p) funding to pay the costs of utility relocations that are required for the City portion of the Project that are not legally the responsibility of the utility owner; and
- (q) City acceptance of the portion of the Project that is located within the City corporate limits upon satisfactory completion of construction and any applicable warranty or construction performance period.

6. 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 and the City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project.

7. 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, auto liability and general liability insurance in the standard amounts required by the County. The County and the City will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

8. Financial Obligations.

- (a) The City and County will provide funding for the actual cost of design, regulatory permitting, real property interests, utility relocations, construction, construction management, inspection, and testing for their respective portions of the Project set forth in attached Exhibits "A" and "B." The property owners obligated under the Road Construction Agreements will pay a portion of the County's costs and the State of Texas through the Texas Department of Transportation ("TxDOT" ) will pay \$6,000,000 of the County's costs. The Project may be developed in phases, which may require multiple bids and multiple financial contributions, by the County and the City.
- (b) The City shall pay its estimated portion of the costs through an escrow account with Travis County no later than \_\_\_\_\_, unless otherwise agreed to by the City and the County in writing. The estimated total amount for completion of the City portion of the Project and to be funded by the City will not exceed the amount of \$10,000,000 (the "Estimated City Contribution"), without the further approval of the City. The estimated total amount for completion of the County portion of the Project and to be funded by the County will not exceed the amount of \$7,500,000 (the "Estimated County Contribution"), without the further approval of the County.
- (c) The County shall obtain the written approval of the City for all change orders affecting the design and construction of the City portion of the Project prior to the County issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The City's Project Manager shall meet with the County's Project Manager to

review the contractor's progress reports and invoices for the Project before approval by the County.

- (d) For any such construction change orders, which are the responsibility of the City, as described above, and which cause the actual costs of design and construction of the specific Project elements set forth in attached Exhibits "A" and "B" to exceed the Estimated City Contribution, the City shall make its funds available to the County within 90 days of receipt of invoice by the County, such invoice to be accompanied by the change order request from the construction contractor, which has been recommended for approval by the County and the City's Inspector and Project Manager.
- (e) The City agrees to pay liquidated damages, delay damages, demobilization costs, re-mobilization costs, and any other associated costs incurred by the County under its construction contract for the improvements by reason of the non-payment of any change order for the construction of a portion of the improvements which is the responsibility of the City and which has not been paid within 90 days of the date of submittal by the County.
- (f) The County shall promptly notify the City of any such claim for damages by the construction contractor and the County and the City shall negotiate with the construction contractor for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above, and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (g) The Parties agree to and shall provide their respective shares for the development of the Project on a timely basis in order to meet the Project schedule.
- (h) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within 30 calendar days after the completion of the Project. The County shall provide the City, at least quarterly, with an accounting of the deposits to and disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the City.



- (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 construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF AUSTIN, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

TRAVIS COUNTY, TEXAS

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

Date: \_\_\_\_\_

Travis County Commissioners Court Agenda Request

Voting Session April 7, 2009

Work Session

- I. A. Request made by: \_\_\_\_\_ Phone # 854 -9434  
Joseph P. Gieselman, TNR Executive Manager
- B. Requested Text:  
Consider and take appropriate action on request to approve Road Construction Agreements with Trafalgar 1 L.P. and Anne B. Schryver et. al., for the Howard Lane II Road Project, in Precinct 1.
- C. Approved by: Commissioner Ron Davis, Precinct 1
  
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
  
- III. Required Authorizations: Please check if applicable:
  - X   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

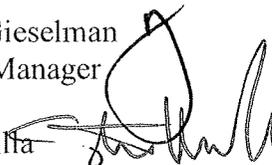
411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

March 30, 2009

### MEMORANDUM

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman  
Executive Manager

FROM: Steve Manilla   
TNR Public Works Director

SUBJECT: Howard Lane II Road Project  
Road Construction Agreements

### **PROPOSED MOTION:**

Consider and take appropriate action on request to approve Road Construction Agreements with Trafalgar 1 L.P. and Anne B. Schryver et. al., for the Howard Lane II Road Project, in Precinct 1.

### **SUMMARY AND STAFF RECOMMENDATION**

The Howard Lane II project scope is to design and construct approximately 3000' of four-lane divided arterial roadway starting at an existing SH130 interchange and connecting to a City of Austin project that will extend the roadway an additional 5400' across the City's corporate boundaries to Cameron Road (see attached map). The City has agreed to the County managing their project and ours as a single project and an interlocal agreement is currently under development. The cost of the County's section is estimated to be \$7,500,000. The project was originally included in the 2005 bond program as a public-private project but negotiations with the private parties failed and the bond funds were allocated to another project, as required by bond covenants. In 2008 the County was successful in finding alternative funds through CAMPO that reduced the County's cost, and subsequently the property owner costs, to 20%. With a much smaller amount to be provided the County and the Property Owners renewed their efforts and successfully completed negotiations of the Road Construction Agreements being presented to the Court for approval.

These Road Construction Agreements are with the owners of property over which the County's project will be constructed. The fundamentals of the agreements are that the County will be responsible for funding, designing, and building the roadway and the property owners will be responsible for donating all right-of-way and easements (estimated to be between eight and ten

acres) and contributing \$343,000 in cash when the project is complete and open to the public. One of the property owners will also provide to the County directly-related engineering work that they paid a consultant to complete several years ago and which may help to reduce the County's engineering costs. The property owners have requested driveways, median cuts, gates, and fencing to be included in the project at no cost to them. TNR believes these requests are reasonable considering the value of their donations.

The property owners have agreed to make cash contributions but with the requirement that it will not be provided until the project is completed and open to the public. In lieu of providing cash to be placed in an escrow account the property owners have also requested the flexibility to use a Performance Deed of Trust to secure their financial contribution. This essentially mortgages property they own (and valued more than their contribution amount) with the County. This is not a desirable option for TNR because of the potential complexities of "cashing in" the property if necessary. However, TNR does not object to allowing this option because it will be used to secure a relatively small amount which will not be provided until the project is completed.

As originally proposed in the 2005 Bond Program the County was prepared to spend \$6,735,000 of bond funds to complete the Howard Lane II project. The County's out-of-pocket costs will be \$1,382,000 with the approval of these Road Construction Agreements and a TxDot Advance Funding Agreement to be presented as a separate agenda item. A \$1,725,000 request for the County's 20% local match amount of \$1,382,000 plus the property owner amount of \$343,000 was submitted to the Court in TNR's FY 09 Capital Budget request and is to be included in an issuance of Certificates of Obligation anticipated to occur in June 2009.

TNR recommends approval of Road Construction Agreements for the Howard Lane II Road Project with Trafalgar I L.P. and Anne B. Schryver et. al.

#### **BUDGETARY AND FISCAL IMPACTS:**

A \$1,725,000 request for the County's 20% local match amount was submitted to the Court in TNR's FY 09 Capital Budget request and is to be included in an issuance of Certificates of Obligation later this year. TxDot's funds will be provided to the County after an Advance Funding Agreement is approved.

In addition to donating right-of-way and easements the Property Owners will be providing \$343,000 that will be used to pay a portion of the County's costs. However, the Property Owners require that their funds not be released until the project is completed and the roadway is open to the public. TNR estimates that the \$1,725,000 requested in the FY 09 budget process along with the \$6,000,000 in state funds should be adequate to complete the project without receiving the Property Owner's funds until after the work is completed. Included in the \$1,725,000 fund request is \$225,000 for TxDot administration costs which ranges from 1% to 3% of the total \$7,500,000 project cost and will be based upon actual costs.

The City Public Works Department has indicated that it has funds available to complete its section of Howard Lane, which extends approximately one mile from the western terminus of the County project to Cameron Road. The City Attorney's Office and the County Attorney's Office are currently working with City and County Public Works Departments to complete an Interlocal Agreement (Draft Attached).

## **ISSUES AND OPPORTUNITIES:**

After the 2005 Bond Project negotiations with the property owners failed and the Court reallocated the Howard Lane II funds to another project, TNR began preparing a request to CAMPO for federal STP-MM funds to complete the project. TxDOT and the Greater Austin Chamber of Commerce approached the County with an offer of assistance because Howard Lane is an important link to SH 130 and because TxDot has several million dollars of sunk costs for the interchange it constructed. All parties worked diligently to build support for the County's CAMPO request and if successful the County would be required to provide 20% of the funds needed to match 80% in federal funding; \$1,500,000 and \$6,000,000, respectively. CAMPO issued a call for projects in August 2007 and in May 2008 had short listed the Howard Lane project for fund approval. However, due to concerns about the project selection methodology that was used the CAMPO Policy Board agreed to fund a different project with STP-MM funds and recommended providing \$6,000,000 for the Howard Lane project from SH 130 Concession Funds. The Texas Transportation Commission approved CAMPO's recommendation in a July 31, 2008 board meeting and issued a Minute Order to that effect. A companion agenda request will be presented with this item recommending the Court's approval of the "Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project". The cost-share requirements for the Concession funds are the same as the requirements for the STP-MM funds. The County will also need to provide up to 3% for TxDot Direct Costs, including plan and environmental reviews and construction oversight.

Under normal circumstances for a Public-Private agreement the property owners and the County agree to each pay 50% of the engineering and construction costs. Under the circumstances of the state paying 80% of the project costs the County and the Property owners need only split the remaining 20% (\$1,500,000, plus \$225,000 for TxDot administration fees). The property owner's portion of this cost (\$862,500) has been further reduced by not requiring them to pay part of the cost of a large bridge structure that will be needed to cross Gilliland Creek. The original bond fund amount considered that the County would pay 100% of this bridge. After negotiations failed to produce an agreement the 2005 Bond Project was essentially terminated. When alternative financing was found TNR started negotiations anew but rather than totally eliminate the bridge cost from the computation of property owner cost share TNR used roadway costs. TNR believes this to be a fairer way to allocate costs when a project includes a significant bridge structure. In applying this methodology the property owners share was reduced to \$450,000 (\$135,000 Schryver and \$315,000 Stone). The \$315,000 was further reduced to \$208,000 as consideration for the property owner providing the County with directly-related engineering work they paid a consultant to complete when the project was first proposed in 2004. The property owner asserts it has invested approximately \$260,000 in the project for surveying, engineering, and other costs.

The City is funding approximately one mile of the extension of Howard Lane starting at the western terminus of the County project and ending at Cameron Road. TNR and City of Austin Public Works have agreed to develop an Interlocal Agreement for Court and Council approval wherein the County will manage the City and County segments of the project. If approved, both entities may receive the benefits of economies of scale for the engineering and construction contracts and improved project coordination.

**BACKGROUND:**

The Capital Metropolitan Planning Organization has planned Howard Lane as an east-west arterial roadway in northeast Travis County. The section between Cameron Road and SH 130 (8,400LF) does not currently exist and the planned route traverses undeveloped land. The portion of Howard Lane within the Harris Branch subdivision (5,400 LF) is inside the City of Austin and the portion between Harris Branch and SH 130 (3,000 LF) is within the unincorporated area of the county. At the request of the County and the private land owners, the Texas Department of Transportation (TxDOT) constructed an interchange at the future location of Howard Lane during its Phase I construction of State Highway 130. It was anticipated that the local governments and the private land owners would subsequently construct the extension of Howard Lane to connect it to the SH 130 interchange.

On July 12, 2005 the Travis County Commissioners Court adopted its “Guidelines for Public/Private Partnerships for Arterial Roadway Construction”. The guidelines basically call for the private land owners to dedicate all of the necessary right of way and drainage easements and to pay for half of the engineering and construction cost of a four-lane arterial, and for the county to pay the other half. In November, 2005 the County sought and received voter authorization for \$6,735,000 in county road bonds to fund its share of the construction of Howard Lane contingent upon entering into a partnership agreement with the private land owners before December 31, 2006. The County’s estimated share went beyond the guidelines by providing for the County’s payment of the entire cost of a bridge across Gilleland Creek. The private land owners declined to participate in the agreement and the County bond funds were reprogrammed to another project in accordance with the terms of the order calling the bond election. The County then began efforts to find alternative financing for the project and ultimately succeeded in obtaining a commitment for 80% of the funding needed from TxDot..

**REQUIRED AUTHORIZATIONS**

Chris Gilmore, Assistant County Attorney  
Jessica Rio, Planning and Budget Office

Attachments:

Howard Lane II Location Map  
Howard Lane II Road Project, Trafalgar 1 L.P. Property, Road Construction Agreement  
Howard Lane II Road Project, Anne B. Schryver Property, Road Construction Agreement  
Draft City of Austin Interlocal Agreement

CC:

Bob Daigh, P.E., TxDot District Engineer  
Howard Lazarus, P.E., Robert Spillar, P.E., COA Public Works  
Pete Winstead, Greta Goldsby, Winstead PC  
Steve Sun, P.E., TNR CIP Division Manager  
Cynthia McDonald, Donna Williams, Bruni Cruz, TNR Financial Services  
Sean O’Neal, Auditor’s Office

Last Updated 4-2-09 at 4:55pm  
 SCALE: 1"=40'

SH 130

R.O.W.

R.O.W.

HILL LANE

60' R.O.W.

100' UTILITY EASEMENT

Gilleland Creek

Gilleland Creek

HOWARD LANE

114' PROPOSED R.O.W.

SCHRYVER

Gilleland

Creek

TRAFALGAR I, L.P.

HARRIS BRANCH  
SUBDIVISION

PI STATION = 196+57.37  
 DELTA OF CURVE = 26° 45' 36.17"  
 DEGREE OF CURVE = 27° 00'  
 LENGTH = 467.05  
 RADIUS = 1041.51  
 PT STATION = 199+86.56

PI STATION = 188+85.06  
 DELTA OF CURVE = 44° 04' 53.73"  
 DEGREE OF CURVE = 50° 45'  
 LENGTH = 768.38  
 RADIUS = 884.30  
 PT STATION = 192+49.39

PI STATION = 221+85.69  
 DELTA OF CURVE = 19° 50' 54.10"  
 DEGREE OF CURVE = 48° 37'  
 LENGTH = 967.45  
 RADIUS = 2185.37  
 PT STATION = 226+64.76

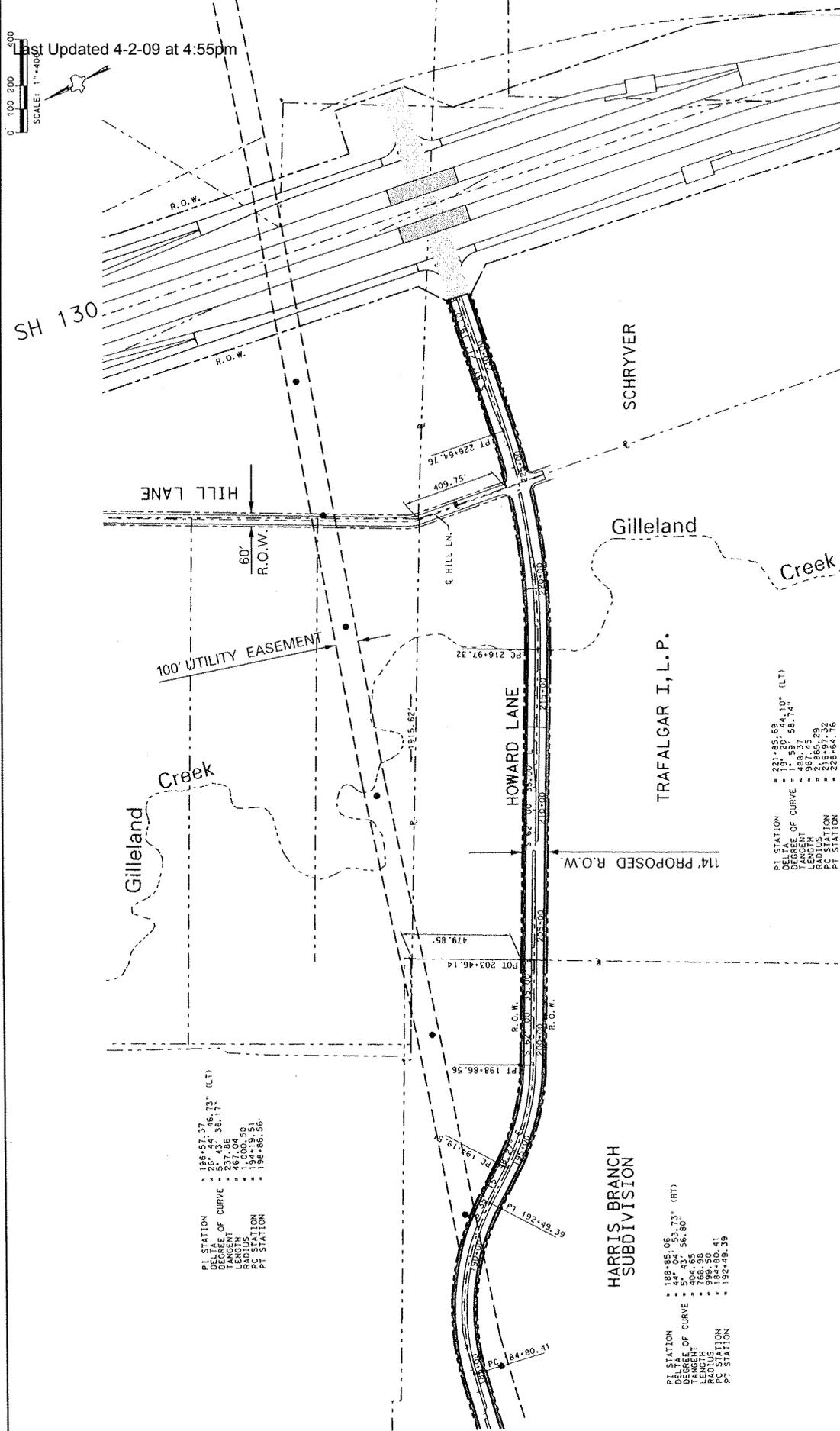
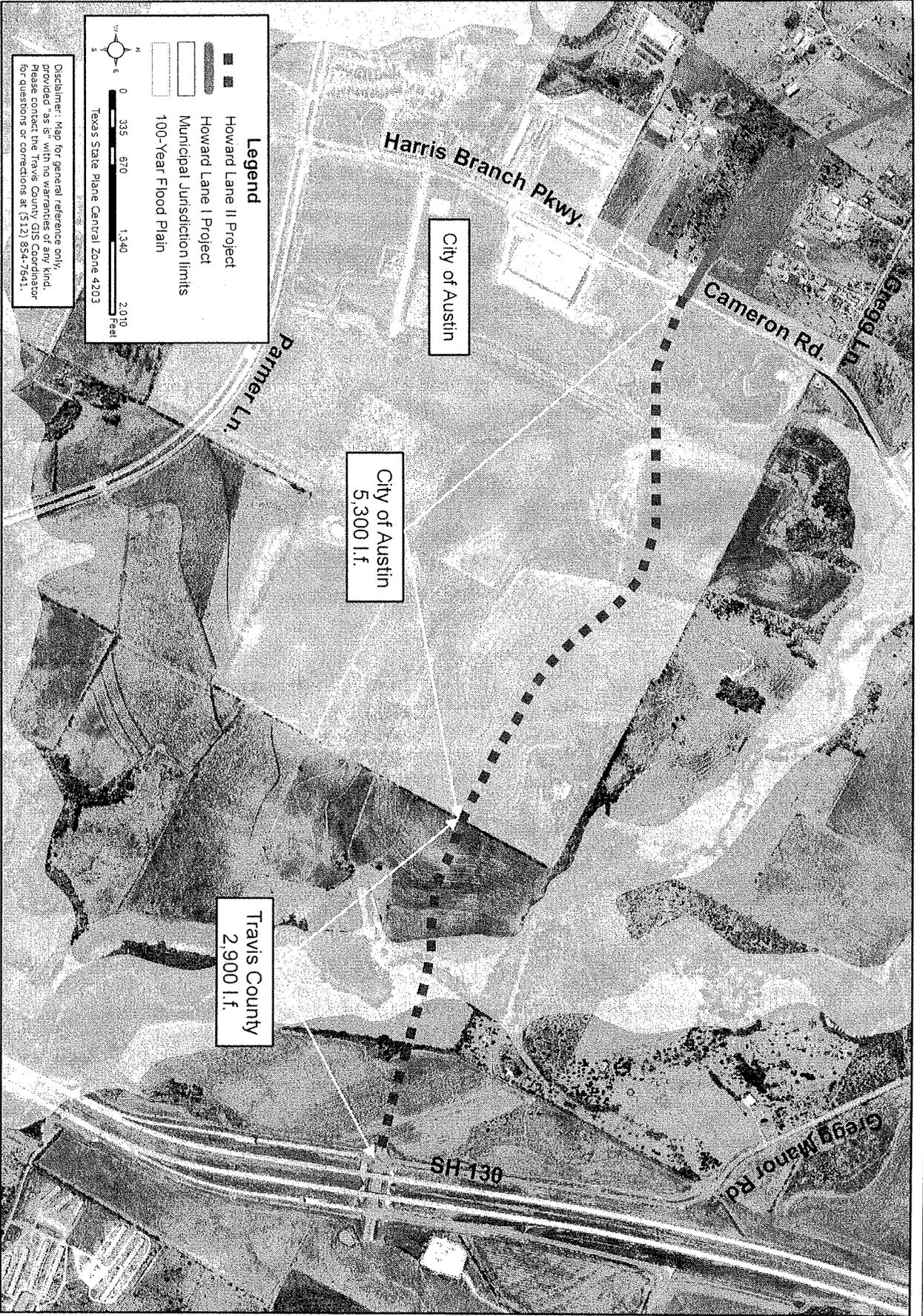


EXHIBIT A  
 COUNTY HOWARD LANE II  
 ROAD PROJECT  
 Date: December, 2008



**Legend**

-  Howard Lane II Project
-  Howard Lane I Project
-  Municipal Jurisdiction limits
-  100-Year Flood Plain

0 335 670 1,340 2,010 Feet  
Texas State Plane Central Zone 4203

Disclaimer: Map for general reference only, provided as is with no warranties of any kind. Please contact the Travis County GIS Coordinator for questions or corrections at (512) 554-7541.

Data Source(s):  
 Census, TNR, 08; Municipal Jurisdictions, TNR 4/08;  
 Creeks, TNR 04/08; Co. Boundary, TNR, 9/07;  
 www.co.travis.tx.us, May 19, 2008

# Howard Lane II Project Map

(Cameron Road to SH 130)



Travis County  
 Transportation & Natural Resources  
 May 19, 2008  
 www.co.travis.tx.us/maps

**HOWARD LANE II ROAD PROJECT  
ANNE B. SCHRYVER PROPERTY  
ROAD CONSTRUCTION AGREEMENT**

This Road Construction Agreement ("**Road Construction Agreement**") is entered into by and between Travis County ("**County**") and Anne B. Schryver, Carol Schryver, Brian B. Schryver and Jeffrey E. Schryver (collectively, the "**Property Owner**"), having an address of c/o Mrs. Anne B. Schryver (or successor), 1960 Liliano Drive, Sierra Madre, California 91024. The County and the Property Owner are hereinafter referred to collectively as the "**Parties.**" For purposes of clarity and simplification, this Road Construction Agreement pertains only to improvements to be made on the Property Owner's property which is one segment of the County Howard Lane II Road Project that extends Howard Lane from the western boundary of the Property Owner's property to State Highway 130 ("**SH 130**") (the "**County Howard Lane II Road Project**").

**Agreement**

1. **Project Scope**
  - (a) Each Party agrees to participate and contribute as provided in this Road Construction Agreement in and to a project to extend and otherwise improve Howard Lane across the Property Owner's property as described in Subsection (b) and as shown on **Exhibit A** (the "**Project**").
  - (b) The Project shall be designed and constructed with good engineering practice defined herein as all Texas Department of Transportation (TxDOT) regulations and regulations generally applicable to road construction by the County, and substantially in accordance with the following features ("**Project Design Features**"):
    - (i) New four (4) lane divided road beginning at SH 130 west Right-of-Way (ROW) line at the center line of Howard Lane at the Howard Lane interchange with SH 130 and running west approximately eight hundred seventy three feet (873') across the Property Owner's property to the Property Owner's west property line where it will connect with the County's proposed westward extension of Howard Lane II across property owned by Trafalgar I L.P. and ROW owned by the City of Austin to its terminus at Cameron Road.
    - (A) right-of-way width depending on design requirements, but no less than one hundred fourteen feet (114'), plus slope and drainage easements and temporary access and temporary construction easements, as reasonably required to provide a fully functional,

operationally safe and maintainable, and regulatory compliant Project;

- (B) road consisting of two (2) asphalt pavement sections no less than thirty-two feet (32') wide from face of curb to face of curb, each section including:
    - (1) two (2) twelve feet (12') wide travel lanes;
    - (2) two feet (2.0') wide Portland cement concrete curb and gutter along both edges of each section and appropriately sized storm sewer system;
    - (3) one five feet (5') wide bicycle lane abutting the concrete gutter on each outside lane of the road; and,
  - (C) number, design, and location of median breaks based on Travis County and Texas Department of Transportation ("TxDOT") design standards,
    - (1) there shall be no less than one median opening (with turn lanes in both directions) located at the Property Owner's western property line and shared with the abutting property owner, or as otherwise reasonably agreed to in writing between the Parties.
    - (2) the County will construct, at no expense to the Property Owner, twenty foot (20') wide driveway approaches, each at the north and south curb lines of Howard Lane at the median break location specified herein, each driveway approach shall each have two (2) ten foot (10') wide gates in the fence line or as otherwise reasonably agreed to in writing between the Parties.
- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the Project Engineer.
  - (iii) Design speed of forty-five (45) miles per hour.
  - (iv) Any bridges are to be designed according to minimum applicable TxDOT standards.
  - (v) Twenty-three feet (23') wide grassed median measured from back-of-curb to back-of-curb.

- (vi) Six feet (6') wide sidewalks on both sides of the road certified to meet all applicable accessibility standards.
- (vii) Mitigation for environmental impacts as, and to the extent, required by applicable law based on the environmental, archeological, endangered species, and other studies by the Project Engineer.
- (viii) Temporary erosion/sedimentation/water quality controls, revegetation, stormwater management during construction and permanent stormwater management and water quality controls, and any temporary or permanent easements required for the construction, operation, and maintenance of such controls, as required by applicable regulatory requirements and good engineering practice and as reasonably agreed between the Parties in accordance with Section 4(b) below.
- (ix) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TxDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (x) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such costs, relocations, or adjustments.
- (xi) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.
- (xii) Graded to accommodate an at-grade crossing at the intersection of the County Howard Lane II Road Project with the frontage road of SH 130 with signage and conduit installed for a future traffic signal.
- (xiii) Property Owner's access to its property.

(A) Prior to the start of construction of the Project, the County will install four (4) strand barbed wire fencing on either side of the Project at the dedicated right-of-way or temporary or permanent easement lines, at no expense to the Property Owner, to keep secure all animals and livestock at any time located on the Property Owner's remaining property. The County shall maintain the fence during construction of the Project. The fence shall become the property and responsibility of the Property Owner upon completion of the Project.

(B) Prior to the start of construction of the Project by the County, the Property Owner and its tenants shall be permitted to conduct farm and ranching operations on the Property Owner's Real Property Interests, at no cost to the Property Owner or its tenants.

(C) The County shall at all times prior to the completion and opening of the County Howard Lane II Road Project to public traffic provide and allow safe access for the Property Owner and its tenants across the Property Owner's Real Property Interests between the north and south portions of the Property Owner's remaining property on both the west side and the east side of Gilleland Creek.

(D) The instruments conveying the Real Property Interest of Property Owner to the County shall not preclude the use of those Real Property Interests by public utilities. Further, the conveyance instruments shall not preclude the use of those Real Property Interests by private utilities through a License Agreement with the County upon reasonable terms and conditions and such License Agreement shall not be unreasonably withheld, delayed or conditioned.

## 2. Contributions

- (a) The total costs of the County Howard Lane II Road Project shall include, without limitation, the costs to survey, design, permit, investigate and construct the County Howard Lane II Road Project, including without limitation, any costs associated with engineering (collectively, the "**Total Costs**"). The "Property Owner's Pro Rata Share" of the Total Costs shall be 1.5% of the Total Costs, subject to the limitation that the Property Owner's share of the Total Costs shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00) ("**Property Owner's Not-to-Exceed Amount**"). Notwithstanding anything contained in this Road Construction Agreement to the contrary, the parties hereby acknowledge and agree that Property Owner's total liability hereunder shall be limited to the Property Owner's Not to Exceed Amount.
- (b) Within ninety (90) days of execution of this Road Construction Agreement by both Parties, the Property Owner shall provide the County (or escrow agent, as applicable) with, at the Property Owner's election, either of the following types of security in order to secure the Property Owner's payment obligation under this Road Construction Agreement in the amount of the Property Owner's Not-to Exceed Amount ("**Property Owner's Engineering and Construction Funds**") (i) cash or other security acceptable to the County in the amount of the Property Owner's Not-to Exceed Amount; or (ii) a Performance Deed of Trust in accordance with Section 2(c) below and in the form of **Exhibit C** hereto (the "**Performance Deed of Trust**").
- (c) The Property Owner shall have the option of executing and delivering a Performance Deed of Trust evidencing a first lien on a portion of Owner's remaining property located directly adjacent to the Project, in favor of the County. The portion of the Property Owner's remaining property subject to and covered by the First Lien Deed of Trust (the "**Mortgaged Property**") will be reasonably agreed to by the Property Owner and the County and must have an appraised value, as established by the then latest available Travis County CAD tax

statement, in an amount equal to 120% of the Property Owner's Not-to-Exceed Amount.

- (c) The Property Owner shall convey the Real Property Interests to the County as provided in Section 5. The County shall bear all other costs of design, permitting, construction, maintenance and operation of the County Howard Lane II Road Project. The Property Owner's Not-to-Exceed Amount referenced above and conveyance of the Real Property Interests referenced in Section 5 below are the Property Owner's sole obligations for the County Howard Lane II Project.
- (d) The Property Owner shall not be credited towards its Not-to-Exceed Amount for any costs previously incurred by Property Owner for surveys, engineering design work, investigations, analyses, reports, and other matters that have been previously performed for or by the Property Owner in connection with the County Howard Lane II Road Project. Property Owner shall provide the County with copies of all such information as well as a statement from the originators of such information, acknowledging their responsibility for its accuracy and completeness and/or indicating the limitations of their work, and granting their release of the information to the County for its use at no cost. Such documents prepared by Texas registered engineers or land surveyors shall be appropriately sealed.
- (e) Each Party shall bear one hundred per cent (100%) of its internal costs of administering this Road Construction Agreement, including contract procurement, employees' review of engineering services and deliverables, project management, overhead, and any work required of a Party under this Road Construction Agreement for which the Party elects to use its own employees.

### 3. Designated Representatives and Project Engineer

- (a) Each Party hereby designates the person indicated below to represent it and act on its behalf with respect to the matters that are the subject of this Road Construction Agreement; provided, such designation shall only be for purposes of specifying the contact person for the applicable Party under this Agreement and shall not subject, or be construed to subject, such designated person to any personal liability for performance of the respective obligations of the applicable Party under the terms of this Agreement. Each designee shall have authority to determine and interpret the policies and exercise the discretion of the Party that designee represents, and the other Party may rely on the decisions and representations made by any designee, with respect to the subject matter of this Road Construction Agreement, except as provided by Section 9(d) below. Each Party or designee may further designate other representatives to transmit instructions and receive information on the Party's or designee's behalf.

- (i) County: Joseph Gieselman (or successor)  
Executive Manager, Transportation and Natural Resources  
Department  
411 West 13<sup>th</sup> Street  
Austin, Texas 78701

Tel: (512) 854 9383  
Fax (512) 854 4697  
email: Joe.Gieselman@Co.Travis.Tx.US

- (ii) Property Owner: Mrs. Anne B. Schryver (or successor)  
1960 Liliano Drive  
Sierra Madre, California 91024  
Tel: (626) 355 6928  
Fax: (626) 355 6928  
email: ejs16@roadrunner.com

Each Party shall require its designee, contractors, and agents to reasonably cooperate and coordinate with one another, including meeting with and or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times reasonably determined by the Parties, and reviewing and commenting in a timely manner on work products associated with the Project.

Upon execution of this Road Construction Agreement by both Parties, the County shall commence and proceed with all reasonable diligence to: (i) execute any required interlocal agreement with the City of Austin; (ii) execute any required agreement with TxDOT; (iii) select and appoint the Project Engineer; (iv) prepare the surveys and documents defining the Property Owner's Real Property Interests; (v) award the Construction Contract; and (vi) complete construction of the County Howard Lane II Road Project.

The Property Owner shall be listed as a named insured under any insurance policy covering the Construction Contract

#### 4. Project Engineering

- (a) The County shall cause all engineering services and deliverables needed to complete the Project in a reasonably cost-effective manner with all required Project Design Features, including but not limited to, the final plan sets and project manual with specifications for the Project ("**Final Plans and Specifications**"), to be produced by an engineer determined by the County to be the highest qualified to complete the engineering ("**Project Engineer**").
- (b) The Project shall require approvals from the County and TxDOT and it must adhere to the requirements of the applicable State of Texas-Travis County Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project (the "**AFA**") in the development of its design and its construction. At no later than the 50% design complete stage the County shall submit to the Property Owner plans for approval of locations of the fencing, gates, median breaks, driveways, and easements specified in Section 1(b), which shall not be unreasonably denied or delayed. If the Property Owner does not object to such plans within ten (10) business days of receipt, the Property Owner will be deemed to have approved them. The County shall submit to the Property Owner the Final Plans and Specifications for the

approval of locations of the fencing, gates, median breaks, driveways, and easements specified in Section 1(b), which shall not be unreasonably denied or delayed. If the Property Owner does not object to such Final Plans and Specifications within ten (10) business days of receipt, the Property Owner will be deemed to have approved them. Property Owner assumes no responsibility with respect to the Final Plans and Specifications. By accepting, consenting to, or approving any item, person, or matter which is delivered or presented to Property Owner or which is required to be accepted, consented to, or approved by Property Owner pursuant to this Road Construction Agreement, including, without limitation, the approval of the Final Plans and Specifications, Property Owner shall not be deemed to have warranted or represented the sufficiency, effectiveness, or any other characteristics of the same, or of any term, provision, or condition thereof, and such acceptance, consent to, or approval thereof shall not be or constitute any warranty or representation of any kind or nature with respect thereto by Property Owner. No inspection or approval is a substitute for any applicable governmental approval, review, inspection, permit, or certificate, all of which are the County's sole responsibility.

- (c) The County shall pay the Property Owner's Pro Rata Share of Total Costs draws under the engineering and construction contracts and shall be reimbursed for such amount from the Property Owner's Engineering and Construction Funds (or if the Performance Deed of Trust has been delivered in lieu of cash or other cash available security, then the Property Owner shall deliver to the County in cash the Property Owner's Pro Rata Share of Total Costs) within ninety (90) days from the later of when the County: (i) certifies in writing to the Property Owner that the County Howard Lane II Road Project is opened to public traffic; and (ii) provides the Property Owner a final accounting, with reasonably supporting documentation, of the amount payable by the Property Owner in accordance with the terms of this Road Construction Agreement.

## 5. Acquisition of Real Property Interests

- (a) In this Road Construction Agreement, "**Real Property Interests**" means the right of way, slope and drainage easements, and temporary access and temporary construction easements, reasonably required to design and construct a fully functional, operationally safe and maintainable, regulatory compliant, and cost-effective Project and conveyed in a condition suitable for construction of the Project with all required Project Design Features, to the extent required by good engineering practice in accordance with Sections 1(b) and 4(b) above. The Property Owner shall convey to the County all of the Real Property Interests that are owned or controlled by the Property Owner ("**Property Owner's Real Property Interests**") which are determined by good engineering practices to be necessary to construct the Project in accordance with the terms and conditions of this Road Construction Agreement when required under the terms of Section 5(b) below. The Property Owner shall provide the County with title insurance commitments for the Real Property Interests prior to the execution of this Agreement. The Property Owner shall not convey any easements to third parties

- over the Real Property Interests without the written consent of the County, such consent not to be unreasonably withheld, delayed or conditioned.
- (b) No later than ninety (90) days after the County provides the Property Owner with metes and bounds descriptions and sketches of the Real Property Interests to be conveyed and proposed forms of all related conveyance documents, the Property Owner shall cause all of the Property Owner's Real Property Interests to be conveyed to the County. The deed and temporary construction easement dedicating or conveying such interests and all related conveyance documents shall be in a form reasonably approved by the County and the Property Owner.
  - (c) The County shall bear all costs of surveying, document preparation, and certifications by a Texas Registered Professional Land Surveyor required for conveying the Property Owner's Real Property Interests that this Road Construction Agreement obligates the Property Owner to convey. The Property Owner shall bear all other costs of conveying its Real Property Interests, including but not limited to title insurance premiums and closing costs.
  - (d) The Property Owner shall cause the Real Property Interests to be conveyed to the County free of all liens, encumbrances, and title defects reasonably unacceptable to the County, by deeds or other instruments reasonably acceptable to the County and the Property Owner, and with title insurance (at the Property Owner's sole cost and expense) issued by a title company acceptable to the County. Any title insurance policy shall list the County as insured party, and shall be for an amount based upon the value of the interests conveyed, as established by the then latest available Travis Central Appraisal District tax statement.
  - (e) Title to the Property Owner's Real Property Interests shall automatically revert to Property Owner on the earlier of: (i) the date this Road Construction Agreement is terminated by either Party in accordance with its terms; or (ii) January 1, 2014 if a construction contract for the whole of the County Howard Lane II Road Project has not been awarded by the County by that date. In the event the County Howard Lane II Road Project is delayed by conditions beyond the County's control the Parties shall reasonably determine an extended date by which time a construction contract must be awarded; provided, however, in the event that the Parties are unable to mutually agree on an extension date within fifteen (15) days from the date that such force majeure event occurs, the parties agree to allow the TxDot Austin District Engineer to set a new date by which time a construction contract must be awarded. In the event that the County does not have sufficient funds to award a construction contract to the lowest responsive and responsible bidder the Parties shall reasonably determine an extended date by which time a construction contract must be awarded and that allows the County additional time to perform value engineering and/or obtain additional funding and to rebid and award a construction contract; provided, however, in the event that the Parties are unable to mutually agree on an extension date within fifteen (15) days from the date that the County advises the Property Owner that funding is insufficient, the parties agree to allow the TxDot Austin District Engineer to set a new date by which time funding must be secured. In the event of a reversion under this paragraph, the County agrees to execute and deliver to

the Property Owner, within 30 days of its receipt of a written request for same from the Property Owner, whatever documents are reasonably requested by the Property Owner in order to memorialize the reversion of title to the Property Owner's Real Property Interests to the Property Owner.

- (f) Upon the automatic reversion of title to the Property Owner's Real Property Interests to the Property Owner under Section 5(e): (i) the County shall, within thirty (30) days of the reversion, return (x) 100% of the Property Owner's Engineering and Construction Funds if termination of the Road Construction Agreement is for any reason within the reasonable control of the County, or (y) if termination is caused by reasons outside the County's reasonable control, the County shall return the Property Owner's Engineering and Construction Funds less 1.5% of the engineering costs incurred by the County in connection with the Project, and, in addition to the amounts to be refunded pursuant to (x) or (y) above, the County shall refund to the Property Owner any other security or monies advanced to the County by the Property Owner, together with all accrued interest on such monies to the Property Owner; and (ii) any Performance Deed of Trust granted to the County by the Property Owner under Section 2 shall automatically be cancelled and discharged. In the event of a reversion under Sections 5(e), 6(b) or 6(d), the County agrees to execute and deliver to Property Owner, within 30 days of its receipt of a written request for same from the Property Owner, whatever documents are reasonably requested by the Property Owner in order to memorialize the reversion and that any Performance Deed of Trust provided under Sections 2 is cancelled, released and discharged.

6. Construction Contract Procurement

- (a) Upon the Parties and TxDOT's approval of the Final Plans and Specifications under Section 4, the County shall incorporate the Final Plans and Specifications into an invitation for bids and solicit bids for one or more contracts for construction of the County Howard Lane II Road Project ("**Construction Contract**") under the County Purchasing Act, Chapter 262, Local Government Code. However, if satisfactory contractual arrangements for the cost of relocations or adjustment of utilities or other infrastructure have not been made with the owner or operator of the utility, the County may delay solicitation of bids until such arrangement are in place. The County may delay the solicitation of bids for the County Howard Lane II Road Project until the construction plans for the City of Austin and County sections of the Howard Lane II Road Project from Cameron Road to SH 130 are completed and combined into a single construction contract to take advantage of economies of scale. Any delay in bidding exercised by the County shall be subject to meeting the time limits established in Section 5(e).
- (b) County shall notify the Property Owner of the amounts of the bids received for the Project. If the bid determined by the County in its sole discretion to be acceptable as the lowest responsive and responsible bid for the Construction Contract exceeds the County's then estimated cost of construction by more than 20%, the County may reject all bids as excessive, perform value engineering to

reduce costs, and solicit bids again until a bid acceptable to the County is received. In the event that the estimated cost of construction can not be sufficiently reduced to meet the available construction budget the County and TxDOT may agree, upon giving Property Owner written notice, to provide additional funding or to terminate the AFA. If the AFA is terminated, (i) this Agreement shall also automatically terminate, (ii) the Property Owner's Engineering and Construction Funds, less 1.5% of the engineering costs incurred by the County in connection with the Project, shall be returned by the County to the Property Owner, (iii) the Real Property Interests shall automatically revert to the Property Owner in accordance with Sections 5(e) and (f), and (iv) any Performance Deed of Trust shall be cancelled, released and discharged, and the County shall issue such agreements and documents requested by the Property Owner to memorialize (iii) and (iv) above

- (c) The County shall award the Construction Contract for the County Howard Lane II Road Project to the bidder submitting the lowest responsive and responsible bid for the County Howard Lane II Road Project that is within the construction budget, including up to 5% of the low bid amount for construction contingencies, and the County shall thereafter proceed with all reasonable diligence to ensure the completion of construction of the Project.
- (d) Notwithstanding anything to the contrary in this Road Construction Agreement, if TxDOT and/or the Commissioners Court of Travis County, Texas fail to jointly or severally provide Seven Million Five Hundred Thousand dollars (\$7,500,000) of funding estimated for the cost of engineering and construction of the County Howard Lane II Road Project or if County and TxDOT terminate the AFA, the County may, upon giving Property Owner written notice, terminate this Road Construction Agreement, whereupon: (i) all Real Property Interests shall automatically revert to the Property Owner in accordance with Sections 5(e) and (f); (ii) any Performance Deed of Trust in favor of the County shall automatically become null and void in accordance with Section 5(f), and in either of such events in (i) or (ii), the County agrees to execute and deliver to Property Owner, within thirty (30) days of such notice, whatever documents are reasonably requested by the Property Owner in order to memorialize the reversion and that any Performance Deed of Trust is cancelled, released and discharged; and (iii) within thirty (30) days of such notice, all cash and other securities paid to the County by the Property Owner as the Property Owner's Engineering and Construction Funds shall be returned to the Property Owner; and thereafter the County shall have no further liability to the Property Owner (except for any damage to the Property Owner's Real Property Interests caused by the gross negligence or willful misconduct of the County, or its contractors, agents, or representatives).

## 7. Project Construction

- (a) Upon receipt of an acceptable bid for the County Howard Lane II Road Project in accordance with Section 6 above, the County shall notify the Property Owner of the amount of that bid.

- (b) The County shall pay all costs associated with the County Howard Lane II Road Project, and on that date which is ninety (90) days from the later of when the County: (i) certifies to the Property Owner in writing that the County Howard Lane II Road Project is open to public traffic, and (ii) provides the Property Owner a final accounting, with reasonably supporting documentation, of the amount payable by the Property Owner in accordance with the terms of this Road Construction Agreement, the County shall be reimbursed for the Property Owner's Pro-Rata Share of the Total Costs up to the Property Owner's Not-to-Exceed Amount from the Property Owner's Engineering and Construction Funds (if then held with an escrow agent for benefit of the County) or, if such Property Owner's Engineering and Construction Funds are not then held by an escrow agent, the Property Owner shall submit such funds directly to the County.

8. Project Completion

- (a) The County shall inspect and test the construction of the Howard Lane II Road Project to ensure it complies with the Construction Contract, Final Plans and Specifications, this Road Construction Agreement, and any other applicable standards and requirements. County inspectors shall inspect all work done and materials furnished at times and using methods determined by the County based on standard County policies, procedures, and requirements. Unless otherwise agreed by the Parties, the County shall require the Construction Contractor to remedy any defects in materials or workmanship to comply with the applicable requirements.
- (b) Construction of the County Howard Lane II Road Project shall be complete when the County and TxDOT have certified that the County Howard Lane II Road Project complies with applicable standards and requirements. The County shall notify the Property Owner of completion. The calculation of the Property Owner's Not-to-Exceed Cost is based on the County's estimate of the Total Costs for the Project in accordance with Exhibit B attached hereto. If the actual costs of the engineering and construction costs are less than the estimated cost, the Property Owner's Pro Rata Share of the cost savings shall be returned to the Property Owner within thirty days of the completion of the final accounting for the Project. The method to determine the amount of any such funds to be returned to the Property Owner is further described on Exhibit B.

9. Miscellaneous

- (a) Any notice given hereunder by any Party to another 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:

County: Joe Gieselman (or successor)  
Executive Manager, TNR  
P.O. Box 1748  
Austin, Texas 78767

David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 163.000

Property Owner: Ms. Anne B. Schryver  
Ms. Carol Schryver  
Mr. Brian B. Schryver  
Mr. Jeffrey E. Schryver  
c/o Ms. Anne B. Schryver  
1960 Lilliano Drive  
Sierra Madre, California 91024  
Tel: (626) 355 6928  
Fax: (626) 355 6928  
email: ejs16@roadrunner.com

- (b) As used in this Road Construction 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.
- (c) This Road Construction Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Project. This Road Construction Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the Party granting or making such consent, waiver, approval, or authorization.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Road Construction Agreement, except pursuant to such express authority as may be granted by the Travis County Commissioners Court.
- (e) The Parties shall execute other and further instruments and documents as are or may become necessary to effectuate and carry out the purposes of this Road Construction Agreement.
- (f) If performance by any Party of any obligation under this Road Construction Agreement is interrupted or delayed by reason of an unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Road Construction Agreement, or the act of conduct of any person or persons not a party or privy hereto, then the respective party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.
- (g) To the extent allowed by law, each Party shall be responsible for, and shall indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits

or liability resulting from, that Party's acts or omissions of negligence or misconduct or in breach of this Road Construction Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs. Each Party shall promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Road Construction Agreement.

- (h) Before attempting to terminate this Road Construction Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Road Construction Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Road Construction Agreement that remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, they shall be entitled to specific performance of this Road Construction Agreement.
- (i) This Road Construction Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Road Construction Agreement will be filed in a court of Travis County, Texas.
- (j) Any clause, sentence, provision, paragraph, or article of this Road Construction Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Road Construction Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (k) This Road Construction Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns and constitutes a covenant running with the Property Owner's Real Property Interests. Any Party may record in the Official Public Records of Travis County a memorandum of this Road Construction Agreement. The Property Owner may not assign any rights or obligations under this Road Construction Agreement to any person, other than a purchaser of fee simple title to all of the Mortgaged Property subject to the Performance Deed of Trust, without the written consent of the County, such consent not to be unreasonably withheld, delayed or conditioned. In the event of any assignment by the Property Owner of its rights and obligations under this Road Construction Agreement to any party which (i) acquires fee simple title to all of the Mortgaged Property subject to the Performance Deed of Trust and (ii) expressly assumes in writing all of the Property Owner's obligations under this Road Construction Agreement, then once the Property Owner has provided the County with a copy of such written assignment and assumption by such party of all of the Property Owner's rights and obligations hereunder, such assigning Property Owner shall have no further rights, obligations or liabilities as a party under this Road Construction Agreement.
- (l) Except as otherwise expressly provided herein, nothing in this Road Construction Agreement, express or implied, is intended to confer upon any person, other than

the Parties hereto, any benefits, rights, or remedies under or by reason of this Road Construction Agreement.

- (m) This Road Construction Agreement is effective upon execution by all the Parties. This Road Construction Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Road Construction Agreement shall become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such Party.
- (n) The following exhibits are attached to and incorporated in the Agreement.

Exhibit A	The Project
Exhibit B	Property Owner's Cost Share Computation
Exhibit C	Performance Deed of Trust

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of Mar. 12, 2009

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge  
Date: \_\_\_\_, 2009

**PROPERTY OWNER:**

Anne B. Schryver  
ANNE B. SCHRYVER  
Date: 3-12 2009

Anne B. Schryver  
ANNE B. SCHRYVER, as Attorney-in-Fact  
for CAROL SCHRYVER  
Date: 3-12, 2009

Anne B. Schryver  
ANNE B. SCHRYVER, as Attorney-in-Fact  
for BRIAN B. SCHRYVER  
Date: 3-12 2009

Anne B. Schryver  
ANNE B. SCHRYVER, as Attorney-in-Fact  
for JEFFREY E. SCHRYVER  
Date: 3-12, 2009

**EXHIBIT A**  
**THE PROJECT**  
**[ATTACHED]**



**EXHIBIT B  
PROPERTY OWNER COST SHARE COMPUTATION**

The calculation of the "Property Owner's Not-to-Exceed Amount" is based on the County's estimate of the total engineering and construction costs for the County Howard Lane II Road Project (\$7,500,000), the "Property Owner's Pro Rata Share" of the County Howard Lane II Road Project (which is hereby agreed to be 1.5%), and a not-to-exceed factor of twenty percent (20%):

$$\text{Property Owner's Not-to-Exceed Amount} =: \$7,500,000 \times 1.5\% \times 120\% = \\ \$7,500,000 \times 0.015 \times 1.2 = \$135,000$$

Upon completion of the construction of the County Howard Lane II Road Project, the actual cost to the County of the County Howard Lane II Road Project will be determined and used to compute the Property Owner's actual pro rata cost. If the amount is less than \$135,000, the difference shall be returned or released to the Property Owner. Upon Payment by the Property Owner to the County of the Property Owner's actual pro rata cost (as limited by the Property Owner's Not-to-Exceed Amount), the County shall immediately release any Performance Deed of Trust covering the Mortgaged Property in accordance with Section 5.

The formula for calculating the Property Owner's actual pro rata cost is as follows:

$$\text{Actual cost to the County of the County Howard Lane II Road Project} \times \text{Property Owner's Pro Rata Share} = \text{Property Owner's actual pro rata cost}$$

The formula for calculating the amount of any unused Property Owner's Engineering and Construction Funds, if any, to be returned or released to the Property Owner is as follows:

$$\text{Property Owner's Not-to-Exceed Amount} \text{ minus } \text{Property Owner's actual pro rata cost} = \text{amount to be returned or released to the Property Owner.}$$

**EXHIBIT C**

**WHEN RECORDED RETURN TO:**

Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Attention: Pete Winstead

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AND INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PERFORMANCE DEED OF TRUST**

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS       §

That Anne B. Schryver, Carol Schryver, Brian B. Schryver and Jeffrey E. Schryver (collectively, "Grantor", whether one or more), for and in consideration of the obligations hereinafter described, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto \_\_\_\_\_ ("Trustee", whether one or more), and to his successors and assigns, forever, all and singular the property hereinafter described and situated in Travis County, Texas:

- (a) All of Grantor's rights, titles and interests in and to that certain tract of land (the "Property") described on **Exhibit A** attached hereto and incorporated herein and subject to all restrictions and encumbrances of record;
- (b) All rights, titles, interests, estates, reversions and remainders now owned or hereafter acquired by Grantor in and to the Property and in and to the other properties covered hereby; and; and
- (c) All improvements now or hereafter located on the Property (all of the foregoing being collectively referred to as the "Mortgaged Property").

To have and to hold the Mortgaged Property unto Trustee and Trustee's successors and assigns forever, and Grantor does hereby bind itself, its respective successors and assigns to warrant and forever defend the title to the Mortgaged Property, or any part thereof, unto Trustee and Trustee's successors and assigns,

against all persons whomsoever claiming or to claim the same or any part thereof.

1. Obligations Secured. This conveyance is made in trust, however, to secure payment and performance of Grantor's obligations (collectively the "Obligations") set forth in this Performance Deed of Trust (this "Deed of Trust") and that certain Road Construction Agreement (the "Agreement") dated as of \_\_\_\_\_, 2009, by and between Grantor and Travis County, Texas ("Beneficiary", whether one or more, which term shall also refer to any subsequent owner or holder of the Obligations) and all modifications and extensions of any of the foregoing.

2. Covenants of Grantor. Grantor, jointly and severally, further covenants and agrees with Beneficiary and Trustee as follows:

Title to the Mortgaged Property. Grantor has in its own right good and indefeasible title in fee simple to the Property and Grantor has full right and authority to make this conveyance. Grantor shall defend the title and possession of the Mortgaged Property to the end that this Deed of Trust shall be and remain a valid lien on the Mortgaged Property until the Obligations are performed.

3. Change in Ownership. Should the Mortgaged Property, or any part thereof, become vested in a person or entity other than Grantor, Beneficiary may, upon written notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust in the same manner as with Grantor without in any way vitiating or discharging Grantor's liability hereunder. No sale of the Mortgaged Property and no forbearance on the part of Beneficiary and no extension of the time for the payment or performance of the Obligations hereby secured shall operate to release, discharge, modify, change, or affect the original liability of Grantor hereunder. Notwithstanding the foregoing, in the event of an assignment by Grantor of all of its rights and obligations under the Agreement accordance with the terms of Section 9(k) of the Agreement to any purchaser of fee simple title to all of the Mortgaged Property, if such purchaser expressly assumes in writing all of Grantor's obligations under this Deed of Trust and under the Agreement, then once Grantor has provided Beneficiary with a copy of such written assignment and assumption by such purchaser, such assigning Grantor shall have no further rights, obligations or liabilities as a party under this Deed of Trust and under the Agreement.

4. Release of Lien. It is the agreement of Grantor and Beneficiary that should Grantor (i) satisfy its Obligations under Paragraph 1 of this Deed of Trust, which Grantor shall have the right to do at any time without advance notice to Beneficiary, or (ii) deliver the cash equivalent to an escrow agent to be mutually agreed upon by Grantor and Beneficiary ( the "Escrow") subject to the escrow agreement described in this paragraph 4, Beneficiary will, upon request from Grantor, execute and deliver for recordation a "Release of Lien" (herein so called) to be recorded in the Travis County Real Property Records, and further, in the event that Grantor satisfies its Obligations pursuant to (i) above, Beneficiary will, upon request from Grantor, execute and deliver a document confirming that the Obligations have so been satisfied. In the event that

Grantor elects to substitute the Escrow as security for its performance of the Obligations, Grantor and Beneficiary shall enter into an escrow agreement in form and substance acceptable to both parties, in their reasonable discretion, it being agreed upon that all interest earned on the Escrow shall belong to the Grantor. Beneficiary shall accept payments of (i) or (ii) above from any party constituting Grantor. Beneficiary agrees to subordinate the lien of this Deed of Trust by written agreement upon request from Grantor to (a) any and all easements or dedications for rights-of-way for roads or streets or for the installation or construction and dedication of any and all utility easements and (b) any liens placed on the Mortgaged Property to secure obligations to third party lenders.

5. Foreclosure and Sale. If there is a default in performance or payment of any of the Obligations of Grantor under the Agreement, this Deed of Trust or any other document or instrument evidencing or securing the Obligations, and such default shall not be cured within sixty (60) days following receipt by Grantor of written notice of such default (unless such cure cannot be effectuated within such sixty (60) day period, in which case Grantor shall have a commercially reasonable time beyond such sixty (60) day period to cure so long as Grantor is diligently pursuing such cure), then all amounts due under the Agreement and hereunder, together with all other sums secured hereby, shall, at the option of Beneficiary, become at once due and payable and performable without further demand or notice other than that demand or notice provided for in this paragraph and required by applicable law, and it shall thereupon, or at any time thereafter while any part of the Obligations remain unpaid or unperformed, be the duty of the Trustee, or his successor, as hereinafter provided, when requested so to do by Beneficiary (which request shall be conclusively presumed) to sell or offer for sale the Mortgaged Property in such portions, order and parcels as Beneficiary may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction. Such sale shall be made at the courthouse door of the county where the Mortgaged Property are situated (or if the Mortgaged Property are situated in more than one county, then the Mortgaged Property shall be sold at the courthouse door of any of such counties as designated in the notices of sale provided for herein) on the first Tuesday of any month between 10:00 A.M. and 4:00 P.M., but in no event later than three hours after the time specified in the notice hereinafter described, after advertising the time, place and terms of sale, by posting or causing to be posted written or printed notices thereof for at least twenty-one (21) consecutive days preceding the date of said sale both at the courthouse door of each county in which any portion of the Mortgaged Property is situated or such other place as may be designated by the commissioners court of such county, and with the County Clerk of each county in which any portion of the Mortgaged Property is located, which shall be posted at the courthouse door and with the County Clerk by the Trustee, or by any person acting for him, and by Beneficiary serving written notice of such proposed sale on each debtor obligated to pay or perform the Obligations, at least twenty-one (21) days preceding the date of such sale by certified mail on each party obligated to perform the Obligations according to the records of Beneficiary and Grantor by the deposit of such notice in the United States mail, postage prepaid and addressed to each debtor at each debtor's last known address as shown by the records of Beneficiary, or by accomplishing all or any of the

aforesaid in such manner as may be permitted or required by Section 51.002 of the Texas Property Code (as now written or as hereafter amended or succeeded) relating to the sale of real estate and/or by Chapter 9 of the Texas Business and Commerce Code, as amended, relating to the sale of collateral after default by a debtor, or by any other present or subsequent laws. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. At any such sale:

(a) Trustee shall not be required to have physically present, or to have constructive possession of, the Mortgaged Property (Grantor hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale;

(b) each instrument of conveyance executed by Trustee shall contain a special warranty of title, binding upon Grantor;

(c) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment or nonperformance of Obligations evidenced by the Agreement, advertisement and conduct of such sale in the manner provided herein and otherwise by law and the appointment of any successor Trustee hereunder;

(d) the receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser for his purchase money and no such purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof;

(e) Grantor shall be completely and irrevocably divested of all of Grantor's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against any and all other persons claiming or to claim the property sold or any part thereof by, through or under Grantor; and

(f) Beneficiary may be a purchaser at any such sale.

6. Application of Proceeds. Grantor authorizes and empowers the Trustee to sell the Mortgaged Property, together, or in lots or parcels, as the Trustee shall deem commercially reasonable, and to receive the proceeds of said sale which shall be applied as follows, in the following order:

(a) to all reasonable costs and expenses of taking possession of the

Mortgaged Property and of holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, reasonable trustee's fees, attorney's fees and costs of title evidence and court costs;

(b) to the payment of all amounts due hereunder, other than amounts due under the Agreement;

(c) to the payment of any amounts due under the Agreement; and

(d) to Grantor.

7. Successor Trustees. At the option of Beneficiary, with or without any reason, a successor or substitute trustee may be appointed by Beneficiary without any formality other than a designation in writing of a successor or substitute trustee (a copy of which shall be immediately delivered to Grantor), who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever Beneficiary desires. If Beneficiary is a corporation, the corporation may act through any authorized officer, or by any agent or attorney in fact properly authorized by any such officer.

8. Purchase by Beneficiary. Beneficiary shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the Obligations then owing.

9. Fees and Expenses. Upon a default by Grantor hereunder that Grantor fails to cure within the applicable period provided for hereunder, Grantor will pay all reasonable attorney's fees and all reasonable expenses which may be incurred by Beneficiary or Trustee, where the Deed of Trust or the Mortgaged Property are in any manner involved including, without limitation, all reasonable fees and all reasonable expenses incurred prior to full and final payment of such Obligations relating to future advances, transfer of title to the premises and similar matters not otherwise provided for herein.

10. Severability. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the lien of this Deed of Trust.

11. No Waiver. Neither the exercise of, nor the failure to exercise, any option given under the terms of this Deed of Trust shall be considered as a waiver of the right

to exercise the same, or any other option given herein, and the filing of a suit to foreclose this Deed of Trust, either on any matured portion of the Obligations or for the whole of the Obligations, shall never be considered an election so as to preclude foreclosure under the power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit for foreclosure thereon.

12. Headings and General Application. Whenever used, the singular number shall include the plural; the plural, the singular; the use of any gender shall include all genders. The words "Grantor" and "Beneficiary" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees. The paragraph and subparagraph entitlements hereof are inserted for convenience of reference only and shall in no way affect, modify or define, or be used in construing the text of such paragraph or subparagraph.

13. Notice. Any notice or communication required or permitted hereunder shall be in writing and shall be sent either by (a) expedited delivery service with charges therefor billed to shipper or (b) United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Grantor or Beneficiary, as the case may be, at the address set forth below, or at such other address as Grantor or Beneficiary may have designated by notice to the other given as provided above. Any notice or communication sent as hereinabove provided shall be deemed given (i) upon receipt if personally delivered (provided that such delivery is confirmed by the courier delivery service), (ii) on the date that is three (3) business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States Mail, or (iii) on the first (1<sup>st</sup>) business day following the date of delivery to any expedited delivery service (provided that such service is a nationally recognized overnight courier).

If to the Grantor:

If to the Beneficiary: Travis County  
c/o Transportation and National Resources Department  
411 West 13<sup>th</sup> Street  
Austin, Texas 78701  
Attention: Executive Manager

14. Parties. If more than one person or entity is included within the term "Beneficiary" or "Grantor", then all shall jointly execute and deliver a notice to Beneficiary or Grantor, as applicable, designating a person at a specific address to receive all notices or other communications permitted or required hereunder. All such notices or communications given to such designated person in the manner set forth in the immediately preceding paragraph shall be binding on all persons and entities included within the terms "Grantor" or "Beneficiary", as the case may be, to the same extent as if each person or entity included within the term "Grantor" or "Beneficiary" had

received such notice or communication.

15. Additional Acts. In addition to the acts recited herein and contemplated to be performed and/or delivered by Grantor, Grantor hereby agrees, at any time, and from time to time, to perform, execute and/or deliver to Beneficiary upon request, any and all such reasonable further acts, additional instruments or further assurances as may be necessary or proper to (a) create, perfect, preserve, maintain and protect the liens and security interests created or intended to be created by this Deed of Trust; and (b) provide the rights and remedies to Beneficiary granted or provided for herein or in the Agreement.

16. GOVERNING LAW. IN THE EVENT THE ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THE AGREEMENT, THIS DEED OF TRUST OR ANY OTHER DOCUMENT EVIDENCING OR SECURING THE INDEBTEDNESS IS CHALLENGED OR QUESTIONED, SUCH PROVISION SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, WHICHEVER APPLICABLE FEDERAL OR TEXAS LAW WOULD UPHOLD OR WOULD ENFORCE SUCH CHALLENGED OR QUESTIONED PROVISION.

17. Set-Off or Counterclaims. Unless otherwise expressly authorized by the terms of this Deed of Trust or the Agreement, all payments due under the Agreement or any other Obligations secured hereby shall be made without any set-off or deduction whatsoever.

18. Resort to Other Remedies. It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of the Mortgaged Property direct the Trustee to abandon the sale, and may then institute suit for the collection of any of the Obligations, and for the foreclosure of the Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust, Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the Mortgaged Property or any part thereof in accordance with the provisions of this Deed of Trust.

[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

**GRANTOR:**

\_\_\_\_\_  
ANNE B. SCHRYVER

\_\_\_\_\_  
ANNE B. SCHRYVER, as Attorney-in-Fact  
for CAROL SCHRYVER

\_\_\_\_\_  
ANNE B. SCHRYVER, as Attorney-in-Fact  
for BRIAN B. SCHRYVER

\_\_\_\_\_  
ANNE B. SCHRYVER, as Attorney-in-Fact  
for JEFFREY E. SCHRYVER

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally Anne B. Schryver, whose name is subscribed to the foregoing instrument, and acknowledged to me that it was executed for the purposes and consideration mentioned and in the capacity expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2009.

[SEAL]

My Commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally Anne B. Schryver, Attorney-in-Fact for Carol Schryver, whose name is subscribed to the foregoing instrument, and acknowledged to me that it was executed for the purposes and consideration mentioned and in the capacity expressed therein, on behalf of said individual.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2009.

[SEAL]

My Commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally Anne B. Schryver, Attorney-in-Fact for Brian B. Schryver, whose name is subscribed to the foregoing instrument, and acknowledged to me that it was executed for the purposes and consideration mentioned and in the capacity expressed therein, on behalf of said individual.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2009.

[SEAL]

My Commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally Anne B. Schryver, Attorney-in-Fact for Jeffrey E. Schryver, whose name is subscribed to the foregoing instrument, and acknowledged to me that it was executed for the purposes and consideration mentioned and in the capacity expressed therein, on behalf of said individual.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2009.

[SEAL]

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**EXHIBIT "A"**

Legal Description

**HOWARD LANE II ROAD PROJECT  
TRAFALGAR I, L.P. PROPERTY  
ROAD CONSTRUCTION AGREEMENT**

This Road Construction Agreement ("**Road Construction Agreement**") is entered into by and between Travis County ("**County**") and Trafalgar I, L.P., a Texas limited partnership (the "**Property Owner**"). The County and the Property Owner are hereinafter referred to collectively as the "**Parties.**" For purposes of clarity and simplification, this Road Construction Agreement pertains only to improvements to be made on the Property Owner's property which is one segment of the County Howard Lane II Road Project that extends Howard Lane from the western boundary of the Property Owner's property to State Highway 130 ("**SH 130**") across the property owned by the Property Owner and also across the property owned by Anne B. Schryver, et al. (the "**County Howard Lane II Road Project**").

**Agreement**

1. **Project Scope**

- (a) Each Party agrees to participate and contribute as provided in this Road Construction Agreement in and to a project to extend and otherwise improve Howard Lane across the Property Owner's property as described in Subsection (b) and as shown on **Exhibit A** (the "**Project**").
- (b) The Project shall be designed and constructed with good engineering practice, defined herein as all Texas Department of Transportation (TxDOT) regulations and regulations generally applicable to road construction by the County, and substantially in accordance with the following features ("**Project Design Features**"):
  - (i) New four (4) lane divided road beginning at the eastern property line of the Property Owner approximately eight hundred seventy three feet (873') west of the SH 130 west Right-of-Way (ROW) line at the center line of Howard Lane at the Howard Lane interchange with SH 130 and running west across the Property Owner's property approximately two thousand fifty-seven feet (2,057') to the west property line of the Property Owner where it will connect with the City of Austin's proposed westward extension of Howard Lane II to Cameron Road.
  - (A) right-of-way width depending on design requirements, but no less than one hundred fourteen feet (114'), plus slope and drainage easements and temporary access and temporary construction easements, as reasonably required to provide a fully functional, operationally safe and maintainable, and regulatory compliant Project;

- (B) road consisting of two (2) asphalt pavement sections no less than thirty-two feet (32') wide from face of curb to face of curb, each section including:
  - (1) two (2) twelve feet (12') wide travel lanes;
  - (2) two feet (2.0') wide Portland cement concrete curb and gutter along both edges of each section and appropriately sized storm sewer system;
  - (3) one five feet (5') wide bicycle lane abutting the concrete gutter on each outside lane of the road; and,
- (C) number, design, and location of median breaks based on Travis County and Texas Department of Transportation ("TxDOT") design standards,
  - (1) there shall be no less than one median opening (with turn lanes in both directions) located approximately 500' east of the Property Owner's western property line and one median opening (with turn lanes in both directions) located at the Property Owner's eastern property line and shared with the abutting property owner, or as otherwise reasonably agreed to in writing between the Parties.
  - (2) the County will construct, at no expense to the Property Owner, twenty foot (20') wide driveway approaches, each at the north and south curb lines of Howard Lane at the median break locations specified herein, each driveway approach shall each have two (2) ten foot (10') wide gates in the fence line or as otherwise reasonably agreed to in writing between the Parties.
- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the Project Engineer.
- (iii) Design speed of forty-five (45) miles per hour.
- (iv) Any bridges are to be designed according to minimum applicable TxDOT standards.
- (v) Twenty-three feet (23') wide grassed median measured from back-of-curb to back-of-curb.
- (vi) Six feet (6') wide sidewalks on both sides of the road certified to meet all applicable accessibility standards.

- (vii) Mitigation for environmental impacts as, and to the extent, required by applicable law based on the environmental, archeological, endangered species, and other studies by the Project Engineer.
- (viii) Temporary erosion/sedimentation/water quality controls, revegetation, stormwater management during construction and permanent stormwater management and water quality controls, and any temporary or permanent easements required for the construction, operation, and maintenance of such controls, as required by applicable regulatory requirements and good engineering practice and as reasonably agreed between the Parties in accordance with Section 4(b) below.
- (ix) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TxDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (x) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such costs, relocations, or adjustments.
- (xi) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.
- (xii) Graded to accommodate an at-grade crossing at the intersection of the County Howard Lane II Road Project with the frontage road of SH 130 with signage and conduit installed for a future traffic signal.
- (xiii) Property Owner's access to its property.
  - (A) Prior to the start of construction of the Project, the County will install four (4) strand barbed wire fencing on either side of the Project at the dedicated right-of-way or temporary or permanent easement lines, at no expense to the Property Owner, to keep secure all animals and livestock at any time located on the Property Owner's remaining property. The County shall maintain the fence during construction of the Project. The fence shall become the property and responsibility of the Property Owner upon completion of the Project.
  - (B) Prior to the start of construction of the Project by the County, the Property Owner and its tenants shall be permitted to conduct farm and ranching operations on the Property Owner's Real Property Interests, at no cost to the Property Owner or its tenants.
  - (C) The County shall at all times prior to the completion and opening of the County Howard Lane II Road Project to public traffic provide and allow

safe access for the Property Owner and its tenants across the Property Owner's Real Property Interests between the north and south portions of the Property Owner's remaining property on both the west side and the east side of Gilleland Creek.

(D) The instruments conveying the Real Property Interest of Property Owner to the County shall not preclude the use of those Real Property Interests by public utilities. Further, the conveyance instruments shall not preclude the use of those Real Property Interests by private utilities through a License Agreement with the County upon reasonable terms and conditions and such License Agreement shall not be unreasonably withheld, delayed or conditioned.

2. Contributions

- (a) The total costs of the County Howard Lane II Road Project shall include, without limitation, the costs to survey, design, permit, investigate and construct the County Howard Lane II Road Project, including without limitation, any costs associated with engineering (collectively, the "Total Costs"). The "Property Owner's Pro Rata Share" of the Total Costs shall be 2.31% of the Total Costs, subject to the limitation that the Property Owner's share of the Total Costs shall not exceed Two Hundred and Eight Thousand Dollars (\$208,000.00) ("**Property Owner's Not-to-Exceed Amount**"). Notwithstanding anything contained in this Road Construction Agreement to the contrary, the parties hereby acknowledge and agree that Property Owner's total liability hereunder shall be limited to the Property Owner's Not-to-Exceed Amount.
- (b) Within ninety (90) days of execution of this Road Construction Agreement by both Parties, the Property Owner shall provide the County (or escrow agent, as applicable) with, at the Property Owner's election, either of the following types of security in order to secure the Property Owner's payment obligation under this Road Construction Agreement in the amount of the Property Owner's Not-to Exceed Amount ("**Property Owner's Engineering and Construction Funds**") (i) cash or other security acceptable to the County in the amount of the Property Owner's Not-to Exceed Amount; or (ii) a Performance Deed of Trust in accordance with Section 2(c) below and in the form of Exhibit C hereto (the "**Performance Deed of Trust**").
- (c) The Property Owner shall have the option of executing and delivering a Performance Deed of Trust evidencing a first lien on a portion of the Owner's remaining property located directly adjacent to the Project, in favor of the County. The portion of the Property Owner's remaining property subject to and covered by the First Lien Deed of Trust (the "**Mortgaged Property**") will be reasonably agreed to by the Property Owner and the County and must have an appraised value, as established by the then latest available Travis County CAD tax statement, in an amount equal to 120% of the Property Owner's Not-to-Exceed Amount.

- (c) The Property Owner shall convey the Real Property Interests to the County as provided in Section 5. The County shall bear all other costs of design, permitting, construction, maintenance and operation of the County Howard Lane II Road Project. The Property Owner's Not-to-Exceed Amount referenced above and conveyance of the Real Property Interests referenced in Section 5 below are the Property Owner's sole obligations for the County Howard Lane II Project.
- (d) The Property Owner shall not be credited towards its Not-to-Exceed Amount for any costs previously incurred by Property Owner for surveys, engineering design work, investigations, analyses, reports, and other matters that have been previously performed for or by the Property Owner in connection with the County Howard Lane II Road Project. Property Owner shall provide the County with copies of all such information as well as a statement from the originators of such information, acknowledging their responsibility for its accuracy and completeness and/or indicating the limitations of their work, and granting their release of the information to the County for its use at no cost. Such documents prepared by Texas registered engineers or land surveyors shall be appropriately sealed.
- (e) Each Party shall bear one hundred per cent (100%) of its internal costs of administering this Road Construction Agreement, including contract procurement, employees' review of engineering services and deliverables, project management, overhead, and any work required of a Party under this Road Construction Agreement for which the Party elects to use its own employees.

3. Designated Representatives and Project Engineer

- (a) Each Party hereby designates the person indicated below to represent it and act on its behalf with respect to the matters that are the subject of this Road Construction Agreement; provided, such designation shall only be for purposes of specifying the contact person for the applicable Party under this Agreement and shall not subject, or be construed to subject, such designated person to any personal liability for performance of the respective obligations of the applicable Party under the terms of this Agreement. Each designee shall have authority to determine and interpret the policies and exercise the discretion of the Party that designee represents, and the other Party may rely on the decisions and representations made by any designee, with respect to the subject matter of this Road Construction Agreement, except as provided by Section 9(d) below. Each Party or designee may further designate other representatives to transmit instructions and receive information on the Party's or designee's behalf.

- (i) County: Joseph Gieselman (or successor)  
Executive Manager, Transportation and Natural Resources  
Department  
411 West 13<sup>th</sup> Street  
Austin, Texas 78701  
Tel: (512) 854 9383  
Fax (512) 854 4697

email: Joe.Gieselman@Co.Travis.Tx.US

(ii) Property Owner:

Keith Stone, President of Trafalgar Corporation,  
as General Partner of Trafalgar I, L.P.  
2911 Turtle Creek Boulevard  
Suite 910  
Dallas, Texas 75219-6253  
Tel: (214) 361 9000  
Fax: (214) 219 5300  
email: Kstone@BlenheimCorporation.com

Each Party shall require its designee, contractors, and agents to reasonably cooperate and coordinate with one another, including meeting with and or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times reasonably determined by the Parties, and reviewing and commenting in a timely manner on work products associated with the Project.

Upon execution of this Road Construction Agreement by both Parties, the County shall commence and proceed with all reasonable diligence to: (i) execute any required interlocal agreement with the City of Austin; (ii) execute any required agreement with TxDOT; (iii) select and appoint the Project Engineer; (iv) prepare the surveys and documents defining the Property Owner's Real Property Interests; (v) award the Construction Contract; and (vi) complete construction of the County Howard Lane II Road Project.

The Property Owner shall be listed as a named insured under any insurance policy covering the Construction Contract

4. Project Engineering

- (a) The County shall cause all engineering services and deliverables needed to complete the Project in a reasonably cost-effective manner with all required Project Design Features, including but not limited to, the final plan sets and project manual with specifications for the Project ("**Final Plans and Specifications**"), to be produced by an engineer determined by the County to be the highest qualified to complete the engineering ("**Project Engineer**").
- (b) The Project shall require approvals from the County and TxDOT and it must adhere to the requirements of the applicable State of Texas-Travis County Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project (**the "AFA"**) in the development of its design and its construction. At no later than the 50% design complete stage the County shall submit to the Property Owner plans for approval

of locations of the fencing, gates, median breaks, driveways, and easements specified in Section 1(b), which shall not be unreasonably denied or delayed. If the Property Owner does not object to such plans within ten (10) business days of receipt, the Property Owner will be deemed to have approved them. The County shall submit to the Property Owner the Final Plans and Specifications for the approval of locations of the fencing, gates, median breaks, driveways, and easements specified in Section 1(b), which shall not be unreasonably denied or delayed. If the Property Owner does not object to such Final Plans and Specifications within ten (10) business days of receipt, the Property Owner will be deemed to have approved them. Property Owner assumes no responsibility with respect to the Final Plans and Specifications. By accepting, consenting to, or approving any item, person, or matter which is delivered or presented to Property Owner or which is required to be accepted, consented to, or approved by Property Owner pursuant to this Road Construction Agreement, including, without limitation, the approval of the Final Plans and Specifications, Property Owner shall not be deemed to have warranted or represented the sufficiency, effectiveness, or any other characteristics of the same, or of any term, provision, or condition thereof, and such acceptance, consent to, or approval thereof shall not be or constitute any warranty or representation of any kind or nature with respect thereto by Property Owner. No inspection or approval is a substitute for any applicable governmental approval, review, inspection, permit, or certificate, all of which are the County's sole responsibility.

- (c) The County shall pay the Property Owner's Pro Rata Share of Total Costs draws under the engineering and construction contracts and shall be reimbursed for such amount from the Property Owner's Engineering and Construction Funds (or if the Performance Deed of Trust has been delivered in lieu of cash or other cash available security, then the Property Owner shall deliver to the County in cash the Property Owner's Pro Rata Share of Total Costs) within ninety (90) days from the later of when the County: (i) certifies in writing to the Property Owner that the County Howard Lane II Road Project is opened to public traffic; and (ii) provides the Property Owner a final accounting, with reasonably supporting documentation, of the amount payable by the Property Owner in accordance with the terms of this Road Construction Agreement.

5. Acquisition of Real Property Interests

- (a) In this Road Construction Agreement, "**Real Property Interests**" means the right of way, slope and drainage easements, and temporary access and temporary construction easements, reasonably required to design and construct a fully functional, operationally safe and maintainable, regulatory compliant, and cost-effective Project and conveyed in a condition suitable for construction of the Project with all required Project Design Features, to the extent required by good engineering practice in accordance with Sections 1(b) and 4(b) above. The Property Owner shall convey to the County all of the Real Property Interests that are owned or controlled by the Property Owner ("**Property Owner's Real Property Interests**") which are determined by good engineering practices to be

necessary to construct the Project in accordance with the terms and conditions of this Road Construction Agreement when required under the terms of Section 5(b) below. The Property Owner shall provide the County with title insurance commitments for the Real Property Interests prior to the execution of this Agreement. The Property Owner shall not convey any easements to third parties over the Real Property Interests without the written consent of the County, such consent not to be unreasonably withheld, delayed or conditioned.

- (b) No later than ninety (90) days after the County provides the Property Owner with metes and bounds descriptions and sketches of the Real Property Interests to be conveyed and proposed forms of all related conveyance documents, the Property Owner shall cause all of the Property Owner's Real Property Interests to be conveyed to the County. The deed and temporary construction easement dedicating or conveying such interests and all related conveyance documents shall be in a form reasonably approved by the County and the Property Owner.
- (c) The County shall bear all costs of surveying, document preparation, and certifications by a Texas Registered Professional Land Surveyor required for conveying the Property Owner's Real Property Interests that this Road Construction Agreement obligates the Property Owner to convey. The Property Owner shall bear all other costs of conveying its Real Property Interests, including but not limited to title insurance premiums and closing costs.
- (d) The Property Owner shall cause the Real Property Interests to be conveyed to the County free of all liens, encumbrances, and title defects reasonably unacceptable to the County, by deeds or other instruments reasonably acceptable to the County and the Property Owner, and with title insurance (at the Property Owner's sole cost and expense) issued by a title company acceptable to the County. Any title insurance policy shall list the County as insured party, and shall be for an amount based upon the value of the interests conveyed, as established by the then latest available Travis Central Appraisal District tax statement.
- (e) Title to the Property Owner's Real Property Interests shall automatically revert to Property Owner on the earlier of: (i) the date this Road Construction Agreement is terminated by either Party in accordance with its terms; or (ii) January 1, 2014 if a construction contract for the whole of the County Howard Lane II Road Project has not been awarded by the County by that date. In the event the County Howard Lane II Road Project is delayed by conditions beyond the County's control the Parties shall reasonably determine an extended date by which time a construction contract must be awarded; provided, however, in the event that the Parties are unable to mutually agree on an extension date within fifteen (15) days from the date that such force majeure event occurs, the parties agree to allow the TxDot Austin District Engineer to set a new date by which time a construction contract must be awarded. In the event that the County does not have sufficient funds to award a construction contract to the lowest responsive and responsible bidder the Parties shall reasonably determine an extended date by which time a construction contract must be awarded and that allows the County additional time to perform value engineering and/or obtain additional funding and to rebid and award a construction contract; provided, however, in the

event that the Parties are unable to mutually agree on an extension date within fifteen (15) days from the date that the County advises the Property Owner that funding is insufficient, the parties agree to allow the TxDOT Austin District Engineer to set a new date by which time funding must be secured. In the event of a reversion under this paragraph, the County agrees to execute and deliver to the Property Owner, within 30 days of its receipt of a written request for same from the Property Owner, whatever documents are reasonably requested by the Property Owner in order to memorialize the reversion of title to the Property Owner's Real Property Interests to the Property Owner.

- (f) Upon the automatic reversion of title to the Property Owner's Real Property Interests to the Property Owner under Section 5(e): (i) the County shall, within thirty (30) days of the reversion, return (x) 100% of the Property Owner's Engineering and Construction Funds if termination of the Road Construction Agreement is for any reason within the reasonable control of the County, or (y) if termination is caused by reasons outside of the County's reasonable control, the County shall return the Property Owner's Engineering and Construction Funds less 2.31% of the engineering costs incurred by the County in connection with the Project, and, in addition to the amounts to be refunded pursuant to (x) or (y) above, the County shall refund to the Property Owner any other security or monies advanced to the County by the Property Owner, together with all accrued interest on such monies to the Property Owner; and (ii) any Performance Deed of Trust granted to the County by the Property Owner under Section 2 shall automatically be cancelled and discharged. In the event of a reversion under Sections 5(e), 6(b) or 6(d), the County agrees to execute and deliver to Property Owner, within 30 days of its receipt of a written request for same from the Property Owner, whatever documents are reasonably requested by the Property Owner in order to memorialize the reversion and that any Performance Deed of Trust provided under Sections 2 is cancelled, released and discharged.

6. Construction Contract Procurement

- (a) Upon the Parties and TxDOT's approval of the Final Plans and Specifications under Section 4, the County shall incorporate the Final Plans and Specifications into an invitation for bids and solicit bids for one or more contracts for construction of the County Howard Lane II Road Project ("**Construction Contract**") under the County Purchasing Act, Chapter 262, Local Government Code. However, if satisfactory contractual arrangements for the cost of relocations or adjustment of utilities or other infrastructure have not been made with the owner or operator of the utility, the County may delay solicitation of bids until such arrangement are in place. The County may delay the solicitation of bids for the County Howard Lane II Road Project until the construction plans for the City of Austin and County sections of the Howard Lane II Road Project from Cameron Road to SH 130 are completed and combined into a single construction contract to take advantage of economies of scale. Any delay in bidding exercised by the County shall be subject to meeting the time limits established in Section 5(e).

- (b) County shall notify the Property Owner of the amounts of the bids received for the Project. If the bid determined by the County in its sole discretion to be acceptable as the lowest responsive and responsible bid for the Construction Contract exceeds the County's then estimated cost of construction by more than 20%, the County may reject all bids as excessive, perform value engineering to reduce costs, and solicit bids again until a bid acceptable to the County is received. In the event that the estimated cost of construction can not be sufficiently reduced to meet the available construction budget the County and TxDOT may agree, upon giving Property Owner written notice, to provide additional funding or to terminate the AFA. If the AFA is terminated, (i) this Agreement shall also automatically terminate, (ii) the Property Owner's Engineering and Construction Funds, less 2.31% of the engineering costs incurred by the County in connection with the Project, shall be returned by the County to the Property Owner, (iii) the Real Property Interests shall automatically revert to the Property Owner in accordance with Sections 5(e) and (f), and (iv) any Performance Deed of Trust shall be cancelled, released and discharged, and the County shall issue such agreements and documents requested by the Property Owner to memorialize (iii) and (iv) above.
- (c) The County shall award the Construction Contract for the County Howard Lane II Road Project to the bidder submitting the lowest responsive and responsible bid for the County Howard Lane II Road Project that is within the construction budget, including up to 5% of the low bid amount for construction contingencies, and the County shall thereafter proceed with all reasonable diligence to ensure the completion of construction of the Project.
- (d) Notwithstanding anything to the contrary in this Road Construction Agreement, if TxDOT and/or the Commissioners Court of Travis County, Texas fail to jointly or severally provide Seven Million Five Hundred Thousand dollars (\$7,500,000) of funding estimated for the cost of engineering and construction of the County Howard Lane II Road Project or if County and TxDOT terminate the AFA, the County may, upon giving Property Owner written notice, terminate this Road Construction Agreement, whereupon: (i) all Real Property Interests shall automatically revert to the Property Owner in accordance with Sections 5(e) and (f); (ii) any Performance Deed of Trust in favor of the County shall automatically become null and void in accordance with Section 5(f), and in either of such events in (i) or (ii), the County agrees to execute and deliver to Property Owner, within thirty (30) days of such notice, whatever documents are reasonably requested by the Property Owner in order to memorialize the reversion and that any Performance Deed of Trust is cancelled, released and discharged; and (iii) within thirty (30) days of such notice, all cash and other securities paid to the County by the Property Owner as the Property Owner's Engineering and Construction Funds shall be returned to the Property Owner; and thereafter the County shall have no further liability to the Property Owner (except for any damage to the Property Owner's Real Property Interests caused by the gross negligence or willful misconduct of the County, or its contractors, agents, or representatives).

7. Project Construction

- (a) Upon receipt of an acceptable bid for the County Howard Lane II Road Project in accordance with Section 6 above, the County shall notify the Property Owner of the amount of that bid.
- (b) The County shall pay all costs associated with the County Howard Lane II Road Project, and on that date which is ninety (90) days from the later of when the County: (i) certifies to the Property Owner in writing that the County Howard Lane II Road Project is open to public traffic, and (ii) provides the Property Owner a final accounting, with reasonably supporting documentation, of the amount payable by the Property Owner in accordance with the terms of this Road Construction Agreement, the County shall be reimbursed for the Property Owner's Pro-Rata Share of the Total Costs up to the Property Owner's Not-to-Exceed Amount from the Property Owner's Engineering and Construction Funds (if then held with an escrow agent for benefit of the County) or, if such Property Owner's Engineering and Construction Funds are not then held by an escrow agent, the Property Owner shall submit such funds directly to the County.

8. Project Completion

- (a) The County shall inspect and test the construction of the Howard Lane II Road Project to ensure it complies with the Construction Contract, Final Plans and Specifications, this Road Construction Agreement, and any other applicable standards and requirements. County inspectors shall inspect all work done and materials furnished at times and using methods determined by the County based on standard County policies, procedures, and requirements. Unless otherwise agreed by the Parties, the County shall require the Construction Contractor to remedy any defects in materials or workmanship to comply with the applicable requirements.
- (b) Construction of the County Howard Lane II Road Project shall be complete when the County and TxDOT have certified that the County Howard Lane II Road Project complies with applicable standards and requirements. The County shall notify the Property Owner of completion. The calculation of the Property Owner's Not-to-Exceed Cost is based on the County's estimate of the Total Costs for the Project in accordance with Exhibit B attached hereto. If the actual costs of the engineering and construction costs are less than the estimated cost, the Property Owner's Pro Rata Share of the cost savings shall be returned to the Property Owner within thirty days of the completion of the final accounting for the Project. The method to determine the amount of any such funds to be returned to the Property Owner is further described on Exhibit B.

9. Miscellaneous

- (a) Any notice given hereunder by any Party to another 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:

County: Joe Gieselman (or successor)  
Executive Manager, TNR  
P.O. Box 1748  
Austin, Texas 78767

David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 163.000

Property Owner:

Trafalgar I, L.P.  
c/o Trafalgar Corporation, its general partner  
Attention: Keith Stone, its President  
2911 Turtle Creek Boulevard  
Suite 910  
Dallas, Texas 75219-6253  
Tel: (214) 361 9000  
Fax: (214) 219 5300  
email: KStone@BlenheimCorporation.com

- (b) As used in this Road Construction 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.
- (c) This Road Construction Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Project. This Road Construction Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the Party granting or making such consent, waiver, approval, or authorization.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Road Construction Agreement, except pursuant to such express authority as may be granted by the Travis County Commissioners Court.
- (e) The Parties shall execute other and further instruments and documents as are or may become necessary to effectuate and carry out the purposes of this Road Construction Agreement.
- (f) If performance by any Party of any obligation under this Road Construction Agreement is interrupted or delayed by reason of an unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Road Construction Agreement, or the act of conduct of any person or persons not a party or privy hereto, then the respective party shall be

- excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.
- (g) To the extent allowed by law, each Party shall be responsible for, and shall indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from, that Party's acts or omissions of negligence or misconduct or in breach of this Road Construction Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs. Each Party shall promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Road Construction Agreement.
  - (h) Before attempting to terminate this Road Construction Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Road Construction Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Road Construction Agreement that remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, they shall be entitled to specific performance of this Road Construction Agreement.
  - (i) This Road Construction Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Road Construction Agreement will be filed in a court of Travis County, Texas.
  - (j) Any clause, sentence, provision, paragraph, or article of this Road Construction Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Road Construction Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
  - (k) This Road Construction Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns and constitutes a covenant running with the Property Owner's Real Property Interests. Any Party may record in the Official Public Records of Travis County a memorandum of this Road Construction Agreement. The Property Owner may not assign any rights or obligations under this Road Construction Agreement to any person, other than a purchaser of fee simple title to all of the Mortgaged Property subject to the Performance Deed of Trust, without the written consent of the County, such consent not to be unreasonably withheld, delayed or conditioned. In the event of any assignment by the Property Owner of its rights and obligations under this Road Construction Agreement to any party which (i) acquires fee simple title to all of the Mortgaged Property subject to the Performance Deed of Trust and (ii) expressly assumes in writing all of the Property Owner's obligations under this Road Construction Agreement, then once the Property Owner has provided the County with a copy of such written assignment and assumption by such party of all of the Property Owner's rights

and obligations hereunder, such assigning Property Owner shall have no further rights, obligations or liabilities as a party under this Road Construction Agreement.

- (l) Except as otherwise expressly provided herein, nothing in this Road Construction Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Road Construction Agreement.
- (m) This Road Construction Agreement is effective upon execution by all the Parties. This Road Construction Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Road Construction Agreement shall become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such Party.
- (n) The following exhibits are attached to and incorporated in the Agreement.

Exhibit A	The Project
Exhibit B	Property Owner's Cost Share Computation
Exhibit C	Performance Deed of Trust

[SIGNATURE PAGE FOLLOWS]

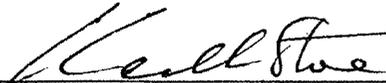
EXECUTED to be effective as of \_\_\_\_\_, 2009

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge  
Date: \_\_\_\_, 2009

**PROPERTY OWNER:**

TRAFALGAR I, L.P.  
By: Trafalgar Corporation, its general partner

  
\_\_\_\_\_  
By: Keith Stone, its President  
Date: 3/19/2009

**EXHIBIT A**  
**THE PROJECT**  
**[ATTACHED]**

I:\2900\0019-001-STONEWOOD\word\1117\HLOPTK-1117.dwg  
 12/17/2008 2:26:03 PM

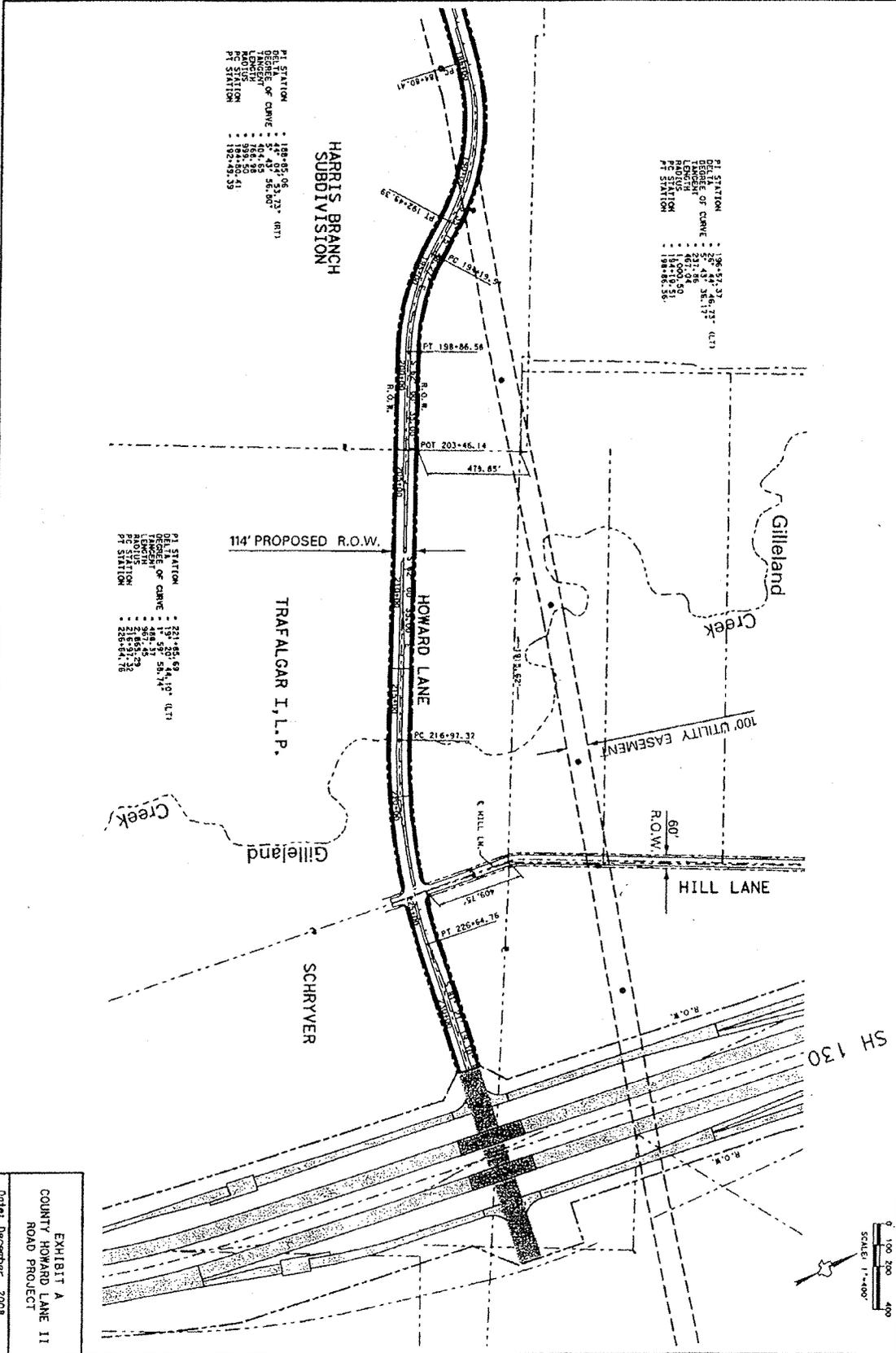


EXHIBIT A  
 COUNTY HOWARD LANE II  
 ROAD PROJECT  
 Date: December, 2008

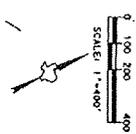


EXHIBIT B  
PROPERTY OWNER COST SHARE COMPUTATION

The calculation of the "**Property Owner's Not-to-Exceed Amount**" is based on the County's estimate of the total engineering and construction costs for the County Howard Lane II Road Project (\$7,500,000), the "**Property Owner's Pro Rata Share**" of the County Howard Lane II Road Project (which is hereby agreed to be 2.31%), and a not-to-exceed factor of twenty percent (20%):

$$\text{Property Owner's Not-to-Exceed Amount} =: \$7,500,000 \times 2.31\% \times 120\% = \\ \$7,500,000 \times 0.0231 \times 1.2 = \$208,000$$

Upon completion of the construction of the County Howard Lane II Road Project, the actual cost to the County of the County Howard Lane II Road Project will be determined and used to compute the Property Owner's actual pro rata cost. If the amount is less than \$208,000, the difference shall be returned or released to the Property Owner. Upon Payment by the Property Owner to the County of the Property Owner's actual pro rata cost (as limited by the Property Owner's Not-to-Exceed Amount), the County shall immediately release any Performance Deed of Trust covering the Mortgaged Property in accordance with Section 5.

The formula for calculating the Property Owner's actual pro rata cost is as follows:

$$\text{Actual cost to the County of the County Howard Lane II Road Project} \times \text{Property Owner's Pro Rata Share} = \text{Property Owner's actual pro rata cost}$$

The formula for calculating the amount of any unused Property Owner's Engineering and Construction Funds, if any, to be returned or released to the Property Owner is as follows:

$$\text{Property Owner's Not-to-Exceed Amount} \text{ minus } \text{Property Owner's actual pro rata cost} = \text{amount to be returned or released to the Property Owner.}$$

EXHIBIT C

WHEN RECORDED RETURN TO:

Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Attention: Pete Winstead

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AND INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

PERFORMANCE DEED OF TRUST

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS     §

That TRAFALGAR I, L.P., a Texas limited partnership (collectively, "Grantor", whether one or more), having an address of c/o Trafalgar Corporation, Attention: Keith Stone, its President, 2911 Turtle Creek Boulevard, Suite 910, Dallas, Texas 75219-6253, for and in consideration of the obligations hereinafter described, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto \_\_\_\_\_ ("Trustee", whether one or more), and to his successors and assigns, forever, all and singular the property hereinafter described and situated in Travis County, Texas:

(a) All of Grantor's rights, titles and interests in and to that certain tract of land (the "Property") described on **Exhibit A** attached hereto and incorporated herein and subject to all restrictions and encumbrances of record;

(b) All rights, titles, interests, estates, reversions and remainders now owned or hereafter acquired by Grantor in and to the Property and in and to the other properties covered hereby; and; and

(c) All improvements now or hereafter located on the Property (all of the foregoing being collectively referred to as the "Mortgaged Property").

To have and to hold the Mortgaged Property unto Trustee and Trustee's successors and assigns forever, and Grantor does hereby bind itself, its respective successors and assigns to warrant and forever defend the title to the Mortgaged Property, or any part thereof, unto Trustee and Trustee's successors and assigns,

against all persons whomsoever claiming or to claim the same or any part thereof.

1. Obligations Secured. This conveyance is made in trust, however, to secure payment and performance of Grantor's obligations (collectively the "Obligations") set forth in this Performance Deed of Trust (this "Deed of Trust") and that certain Road Construction Agreement (the "Agreement") dated as of \_\_\_\_\_, 2009, by and between Grantor and Travis County, Texas ("Beneficiary", whether one or more, which term shall also refer to any subsequent owner or holder of the Obligations) and all modifications and extensions of any of the foregoing.

2. Covenants of Grantor. Grantor, jointly and severally, further covenants and agrees with Beneficiary and Trustee as follows:

Title to the Mortgaged Property. Grantor has in its own right good and indefeasible title in fee simple to the Property and Grantor has full right and authority to make this conveyance. Grantor shall defend the title and possession of the Mortgaged Property to the end that this Deed of Trust shall be and remain a valid lien on the Mortgaged Property until the Obligations are performed.

3. Change in Ownership. Should the Mortgaged Property, or any part thereof, become vested in a person or entity other than Grantor, Beneficiary may, upon written notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust in the same manner as with Grantor without in any way vitiating or discharging Grantor's liability hereunder. No sale of the Mortgaged Property and no forbearance on the part of Beneficiary and no extension of the time for the payment or performance of the Obligations hereby secured shall operate to release, discharge, modify, change, or affect the original liability of Grantor hereunder. Notwithstanding the foregoing, in the event of an assignment by Grantor of all of its rights and obligations under the Agreement accordance with the terms of Section 9(k) of the Agreement to any purchaser of fee simple title to all of the Mortgaged Property, if such purchaser expressly assumes in writing all of Grantor's obligations under this Deed of Trust and under the Agreement, then once Grantor has provided Beneficiary with a copy of such written assignment and assumption by such purchaser, such assigning Grantor shall have no further rights, obligations or liabilities as a party under this Deed of Trust and under the Agreement.

4. Release of Lien. It is the agreement of Grantor and Beneficiary that should Grantor (i) satisfy its Obligations under Paragraph 1 of this Deed of Trust, which Grantor shall have the right to do at any time without advance notice to Beneficiary, or (ii) deliver the cash equivalent to an escrow agent to be mutually agreed upon by Grantor and Beneficiary ( the "Escrow") subject to the escrow agreement described in this paragraph 4, Beneficiary will, upon request from Grantor, execute and deliver for recordation a "Release of Lien" (herein so called) to be recorded in the Travis County Real Property Records, and further, in the event that Grantor satisfies its Obligations pursuant to (i) above, Beneficiary will, upon request from Grantor, execute and deliver a document confirming that the Obligations have so been satisfied. In the event that

Grantor elects to substitute the Escrow as security for its performance of the Obligations, Grantor and Beneficiary shall enter into an escrow agreement in form and substance acceptable to both parties, in their reasonable discretion, it being agreed upon that all interest earned on the Escrow shall belong to the Grantor. Beneficiary shall accept payments of (i) or (ii) above from any party constituting Grantor. Beneficiary agrees to subordinate the lien of this Deed of Trust by written agreement upon request from Grantor to (a) any and all easements or dedications for rights-of-way for roads or streets or for the installation or construction and dedication of any and all utility easements and (b) any liens placed on the Mortgaged Property to secure obligations to third party lenders.

5. Foreclosure and Sale. If there is a default in performance or payment of any of the Obligations of Grantor under the Agreement, this Deed of Trust or any other document or instrument evidencing or securing the Obligations, and such default shall not be cured within sixty (60) days following receipt by Grantor of written notice of such default (unless such cure cannot be effectuated within such sixty (60) day period, in which case Grantor shall have a commercially reasonable time beyond such sixty (60) day period to cure so long as Grantor is diligently pursuing such cure), then all amounts due under the Agreement and hereunder, together with all other sums secured hereby, shall, at the option of Beneficiary, become at once due and payable and performable without further demand or notice other than that demand or notice provided for in this paragraph and required by applicable law, and it shall thereupon, or at any time thereafter while any part of the Obligations remain unpaid or unperformed, be the duty of the Trustee, or his successor, as hereinafter provided, when requested so to do by Beneficiary (which request shall be conclusively presumed) to sell or offer for sale the Mortgaged Property in such portions, order and parcels as Beneficiary may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction. Such sale shall be made at the courthouse door of the county where the Mortgaged Property are situated (or if the Mortgaged Property are situated in more than one county, then the Mortgaged Property shall be sold at the courthouse door of any of such counties as designated in the notices of sale provided for herein) on the first Tuesday of any month between 10:00 A.M. and 4:00 P.M., but in no event later than three hours after the time specified in the notice hereinafter described, after advertising the time, place and terms of sale, by posting or causing to be posted written or printed notices thereof for at least twenty-one (21) consecutive days preceding the date of said sale both at the courthouse door of each county in which any portion of the Mortgaged Property is situated or such other place as may be designated by the commissioners court of such county, and with the County Clerk of each county in which any portion of the Mortgaged Property is located, which shall be posted at the courthouse door and with the County Clerk by the Trustee, or by any person acting for him, and by Beneficiary serving written notice of such proposed sale on each debtor obligated to pay or perform the Obligations, at least twenty-one (21) days preceding the date of such sale by certified mail on each party obligated to perform the Obligations according to the records of Beneficiary and Grantor by the deposit of such notice in the United States mail, postage prepaid and addressed to each debtor at each debtor's last known address as shown by the records of Beneficiary, or by accomplishing all or any of the

aforesaid in such manner as may be permitted or required by Section 51.002 of the Texas Property Code (as now written or as hereafter amended or succeeded) relating to the sale of real estate and/or by Chapter 9 of the Texas Business and Commerce Code, as amended, relating to the sale of collateral after default by a debtor, or by any other present or subsequent laws. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. At any such sale:

(a) Trustee shall not be required to have physically present, or to have constructive possession of, the Mortgaged Property (Grantor hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale;

(b) each instrument of conveyance executed by Trustee shall contain a special warranty of title, binding upon Grantor;

(c) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment or nonperformance of Obligations evidenced by the Agreement, advertisement and conduct of such sale in the manner provided herein and otherwise by law and the appointment of any successor Trustee hereunder;

(d) the receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser for his purchase money and no such purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof;

(e) Grantor shall be completely and irrevocably divested of all of Grantor's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against any and all other persons claiming or to claim the property sold or any part thereof by, through or under Grantor; and

(f) Beneficiary may be a purchaser at any such sale.

6. Application of Proceeds. Grantor authorizes and empowers the Trustee to sell the Mortgaged Property, together, or in lots or parcels, as the Trustee shall deem commercially reasonable, and to receive the proceeds of said sale which shall be applied as follows, in the following order:

(a) to all reasonable costs and expenses of taking possession of the

Mortgaged Property and of holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, reasonable trustee's fees, attorney's fees and costs of title evidence and court costs;

(b) to the payment of all amounts due hereunder, other than amounts due under the Agreement;

(c) to the payment of any amounts due under the Agreement; and

(d) to Grantor.

7. Successor Trustees. At the option of Beneficiary, with or without any reason, a successor or substitute trustee may be appointed by Beneficiary without any formality other than a designation in writing of a successor or substitute trustee (a copy of which shall be immediately delivered to Grantor), who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever Beneficiary desires. If Beneficiary is a corporation, the corporation may act through any authorized officer, or by any agent or attorney in fact properly authorized by any such officer.

8. Purchase by Beneficiary. Beneficiary shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the Obligations then owing.

9. Fees and Expenses. Upon a default by Grantor hereunder that Grantor fails to cure within the applicable period provided for hereunder, Grantor will pay all reasonable attorney's fees and all reasonable expenses which may be incurred by Beneficiary or Trustee, where the Deed of Trust or the Mortgaged Property are in any manner involved including, without limitation, all reasonable fees and all reasonable expenses incurred prior to full and final payment of such Obligations relating to future advances, transfer of title to the premises and similar matters not otherwise provided for herein.

10. Severability. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the lien of this Deed of Trust.

11. No Waiver. Neither the exercise of, nor the failure to exercise, any option given under the terms of this Deed of Trust shall be considered as a waiver of the right

to exercise the same, or any other option given herein, and the filing of a suit to foreclose this Deed of Trust, either on any matured portion of the Obligations or for the whole of the Obligations, shall never be considered an election so as to preclude foreclosure under the power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit for foreclosure thereon.

12. Headings and General Application. Whenever used, the singular number shall include the plural; the plural, the singular; the use of any gender shall include all genders. The words "Grantor" and "Beneficiary" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees. The paragraph and subparagraph entitlements hereof are inserted for convenience of reference only and shall in no way affect, modify or define, or be used in construing the text of such paragraph or subparagraph.

13. Notice. Any notice or communication required or permitted hereunder shall be in writing and shall be sent either by (a) expedited delivery service with charges therefor billed to shipper or (b) United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Grantor or Beneficiary, as the case may be, at the address set forth below, or at such other address as Grantor or Beneficiary may have designated by notice to the other given as provided above. Any notice or communication sent as hereinabove provided shall be deemed given (i) upon receipt if personally delivered (provided that such delivery is confirmed by the courier delivery service), (ii) on the date that is three (3) business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States Mail, or (iii) on the first (1<sup>st</sup>) business day following the date of delivery to any expedited delivery service (provided that such service is a nationally recognized overnight courier).

If to the Grantor:      Trafalgar I, L.P.  
                                 5949 Sherry Lane  
                                 Suite 1865  
                                 Dallas, Texas 75225-8014  
                                 Attention: Keith Stone, President, Trafalgar Corporation

With copy to:            Winstead PC  
                                 401 Congress Ave.  
                                 Suite 2100  
                                 Austin, Texas 78701  
                                 Attention: Pete Winstead, Esq.

If to the Beneficiary:   Travis County  
                                 c/o Transportation and National Resources Department  
                                 411 West 13<sup>th</sup> Street  
                                 Austin, Texas 78701  
                                 Attention: Executive Manager

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

14. Parties. If more than one person or entity is included within the term "Beneficiary" or "Grantor", then all shall jointly execute and deliver a notice to Beneficiary or Grantor, as applicable, designating a person at a specific address to receive all notices or other communications permitted or required hereunder. All such notices or communications given to such designated person in the manner set forth in the immediately preceding paragraph shall be binding on all persons and entities included within the terms "Grantor" or "Beneficiary", as the case may be, to the same extent as if each person or entity included within the term "Grantor" or "Beneficiary" had received such notice or communication.

15. Additional Acts. In addition to the acts recited herein and contemplated to be performed and/or delivered by Grantor, Grantor hereby agrees, at any time, and from time to time, to perform, execute and/or deliver to Beneficiary upon request, any and all such reasonable further acts, additional instruments or further assurances as may be necessary or proper to (a) create, perfect, preserve, maintain and protect the liens and security interests created or intended to be created by this Deed of Trust; and (b) provide the rights and remedies to Beneficiary granted or provided for herein or in the Agreement.

16. GOVERNING LAW. IN THE EVENT THE ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THE AGREEMENT, THIS DEED OF TRUST OR ANY OTHER DOCUMENT EVIDENCING OR SECURING THE INDEBTEDNESS IS CHALLENGED OR QUESTIONED, SUCH PROVISION SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, WHICHEVER APPLICABLE FEDERAL OR TEXAS LAW WOULD UPHOLD OR WOULD ENFORCE SUCH CHALLENGED OR QUESTIONED PROVISION.

17. Set-Off or Counterclaims. Unless otherwise expressly authorized by the terms of this Deed of Trust or the Agreement, all payments due under the Agreement or any other Obligations secured hereby shall be made without any set-off or deduction whatsoever.

18. Resort to Other Remedies. It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of the Mortgaged Property direct the Trustee to abandon the sale, and may then institute suit for the collection of any of the Obligations, and for the foreclosure of the Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust, Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the

Mortgaged Property or any part thereof in accordance with the provisions of this Deed of Trust.

[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

**GRANTOR:**

TRAFALGAR I, L.P., a Texas limited partnership

By: Trafalgar Corporation, a Texas corporation, its  
general partner

By: \_\_\_\_\_  
Keith Stone, President

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_   -   §

BEFORE ME, the undersigned authority, on this day personally appeared Keith Stone, an individual, President of Trafalgar Corporation, a Texas corporation, the general partner of TRAFALGAR I, L.P., a Texas limited partnership, whose name is subscribed to the foregoing instrument, and acknowledged to me that it was executed for the purposes and consideration mentioned and in the capacity expressed therein on behalf of said corporation, on behalf of such limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2009.

[SEAL]

My Commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**EXHIBIT "A"**

Legal Description

HOWARD LANE II  
INTERLOCAL COOPERATION AGREEMENT  
CITY OF AUSTIN AND TRAVIS COUNTY  
March 2, 2009 DRAFT

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

WHEREAS, the County and the City desire to complete Howard Lane II, a four lane divided CAMPO Arterial Roadway between Cameron Road and SH 130 as depicted on Exhibits "A" and "B" (the "Project"); and

WHEREAS, the County has entered into those certain Howard Lane II Road Construction Agreements with Anne B. Schryver, Carol Schryver-Bloom, Brain B. Schryver and Jeffrey E. Schryver and with Trafalgar I, L.P. (collectively the "Road Construction Agreements"), and entered into the State of Texas-Travis County Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project (the "AFA"), for the design and construction of the section of Howard Lane II within the unincorporated area (the "County portion"); and

WHEREAS, a portion of the Howard Lane II Project is located within the corporate limits of the City (the "City portion") and the City has budgeted funds to complete the development and construction of its portion of the Project; and

WHEREAS, the Project, which is generally described and depicted in attached Exhibits "A" and "B" may be developed in two portions, the City portion and the County portion; and

WHEREAS, premises considered and for purposes of cost efficiency the City and the County desire to combine the development and construction of their respective portions of the Project; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.
  - (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
  - (b) The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "County's Director") will act on

behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County's Director will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.

- (c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director may designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
- (d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.

## 2. Project Development.

- (a) The County will be responsible for the management of the development and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (vi) acceptance of the completed work.
- (b) The plans and specifications for the City portion of the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), or the design and construction standards of the Texas Department of Transportation (TxDOT), whichever is more stringent, unless otherwise agreed by the Parties. The plans and specifications for the County portion of the Project shall be in accordance with the current design and construction standards used by the County for its roadway and

bridge projects, except where the use of TxDOT standards is a requirement of the AFA. The plans and specifications will include the scope of design set forth in attached Exhibits "A" and "B." In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.

- (c) 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 and the County and will have the County and the City named as an additional insured with respect to such general liability and automobile liability coverage. The County will select and contract for professional services with the highest qualified consultant using county procurement procedures. The County will obtain the City's concurrence of the selection prior to awarding the professional services agreement for the design engineer. Within five (5) days of receiving notification of the County's determination of the highest qualified consultant, the City will approve the consultant to be used for the project design and construction documents. Prior to awarding the professional services agreement, the City Project Manager and the County Project Manager shall agree on a method for tracking City and County Project design costs.
- (d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for their respective portions of the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for their respective portions of the Project, during the development and construction of the Project.
- (e) Unless otherwise waived by Section 5(o), City permit and associated fees shall be required only for the City portion of the Project. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects and all City fees shall be paid by the City. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Project.
- (f) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process for the City portion of the Project.

- (g) The County shall require the consultant to immediately take any appropriate remedial action to correct any deficiencies with the development of the City portion of the Project identified by the City.

3. Project Bidding & Award of Construction Contract.

- (j) The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. Prior to bids being solicited, the City Project Manager and the County Project Manager shall agree on a method of tracking City and County construction costs. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and for the Project improvements to be funded by the City and the City shall respond within five (5) working days. Upon written agreement of the City, the County will approve a firm unit-price or lump sum contract for the construction of the Project with the successful bidder. If determined necessary to fulfill obligations in its Road Construction Agreements and AFA the County may bid the County and City portions separately.

4. Additional Management Duties of the County. County hereby covenants and agrees to provide:

- (a) four (4) sets of the plans and specifications for the construction of the Project at the one hundred percent (100%) design complete stages for the City's review and approval;
- (b) written responses to the City's initial plan review comments within 14 working days of receipt from the City;
- (c) written notice to the City of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (d) written notice to the City of the bid tabs for the Project;
- (e) Consultant and Construction contractor contract administration services;
- (f) written copy to the City of all contracts affecting the Project, including accompanying information regarding compliance with the City's minority and women owned businesses policy;

- (g) a monthly itemized statement to the City of all disbursements made and debts incurred during the preceding month relating to the City portion of the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt and accompanying information regarding compliance with the City's minority and women owned businesses policy;
- (h) executed change orders to the City, jointly approved by the City and the County, related to the City portion of the Project;
- (i) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women owned businesses policy;
- (j) a copy to the City's Project Manager of any change order request related to the City portion of the Project within two (2) working days of the County receiving them from the Contractor,;
- (k) the opportunity for the City to verify compliance with its design standards for the City portion of the Project at the 30%, 60%, 90%, and 100% design complete stages;
- (l) a waiver of all County permit and associated fees applicable to the Project;
- (m) funding for the completion of the environmental, design, and construction documents for the County portion of the Project;
- (n) funding to pay for construction management, inspection, and testing services required for the County portion of the Project.
- (o) approval of all construction contractor pay requests and change orders that pertain to the City portion of the Project within five (5) days of receiving the documents from the City;
- (p) all applicable permits and environmental clearances for the Project;
- (q) funding for the acquisition of any real property interests required for the County portion of the Project and utilization of the County's eminent domain authority as needed to complete the acquisitions as expeditiously as possible;
- (r) coordination of utility relocations for the Project and funding to pay the costs of utility relocations that are required for the County portion of the Project that are not legally the responsibility of the utility owner;

- (s) to the extent required by the AFA, TxDOT approval of the development and construction of the Project;
- (t) to the extent required by TxDOT, completion of the National Environmental Policy Act (NEPA) process for the Project;
- (u) County acceptance of the portion of the Project which is located within the County upon satisfactory completion of construction and any applicable warranty or construction performance period, and a copy to the City of the record drawings of the Project for the City's records.

5. Management Duties of the City. The City hereby covenants and agrees to provide:

- (a) expeditious reviews and approvals of the submitted plans and specifications for the City portion of the Project by providing any initial comments within 14 working days of submittal, review and approve the County's responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
- (b) expeditious reviews for any applicable permit applications required by the City for the City portion of the Project and work in good faith to resolve any outstanding issues;
- (c) expeditious reviews of any change order proposal for the City portion of the Project by returning the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition, and expeditious responses to requests-for-information and shop drawings review requests by responding to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;
- (d) funding for construction management, inspection, and testing for the City portion of the Project. At the option and expense of the City, the City may perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers. Such additional testing shall be scheduled to avoid delaying the construction of the Project to the maximum extent practical. In connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Project with the County; the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;

- (e) coordination between the City and County Project Managers, as reasonable and necessary to facilitate the completion of the Project on time and within budget;
- (f) immediate reporting of any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (g) expeditious reviews and joint approvals of the construction contractor's application for partial and final payments by completing, executing, and returning pay requests related to the City portion of the Project within five working days of receiving them from the County;
- (h) attendance at meetings at the request of the County's Project Manager;
- (i) consent to the County completing work within the City's corporate jurisdiction, as may be revised by annexations;
- (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, City acceptance of the City portion of the Project and any additional portions of the Project located within the City's corporate jurisdiction at the time of completion of the Project;
- (k) design review comments on the City portion of the Project to the County at the 30%, 60%, 90%, and 100% design complete stages within two weeks of receiving design documents from the County;
- (l) funding for the County to obtain all applicable permits and environmental clearances for the City portion of the Project;
- (m) funding for the acquisition of any real property interests required for the City portion of the Project and utilization of the City's eminent domain authority as needed to complete the acquisitions as expeditiously as possible;
- (n) funding for the completion of the environmental, design, and construction documents for the City portion of the Project;
- (o) a waiver of all City permit and associated fees applicable to the Project;
- (p) funding to pay the costs of utility relocations that are required for the City portion of the Project that are not legally the responsibility of the utility owner; and
- (q) City acceptance of the portion of the Project that is located within the City corporate limits upon satisfactory completion of construction and any applicable warranty or construction performance period.

6. 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 and the City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project.

7. 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, auto liability and general liability insurance in the standard amounts required by the County. The County and the City will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

8. Financial Obligations.

- (a) The City and County will provide funding for the actual cost of design, regulatory permitting, real property interests, utility relocations, construction, construction management, inspection, and testing for their respective portions of the Project set forth in attached Exhibits "A" and "B." The property owners obligated under the Road Construction Agreements will pay a portion of the County's costs and the State of Texas through the Texas Department of Transportation ("TxDOT" ) will pay \$6,000,000 of the County's costs. The Project may be developed in phases, which may require multiple bids and multiple financial contributions, by the County and the City.
- (b) The City shall pay its estimated portion of the costs through an escrow account with Travis County no later than \_\_\_\_\_, unless otherwise agreed to by the City and the County in writing. The estimated total amount for completion of the City portion of the Project and to be funded by the City will not exceed the amount of \$10,000,000 (the "Estimated City Contribution"), without the further approval of the City. The estimated total amount for completion of the County portion of the Project and to be funded by the County will not exceed the amount of \$7,500,000 (the "Estimated County Contribution"), without the further approval of the County.
- (c) The County shall obtain the written approval of the City for all change orders affecting the design and construction of the City portion of the Project prior to the County issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The City's Project Manager shall meet with the County's Project Manager to

review the contractor's progress reports and invoices for the Project before approval by the County.

- (d) For any such construction change orders, which are the responsibility of the City, as described above, and which cause the actual costs of design and construction of the specific Project elements set forth in attached Exhibits "A" and "B" to exceed the Estimated City Contribution, the City shall make its funds available to the County within 90 days of receipt of invoice by the County, such invoice to be accompanied by the change order request from the construction contractor, which has been recommended for approval by the County and the City's Inspector and Project Manager.
- (e) The City agrees to pay liquidated damages, delay damages, demobilization costs, re-mobilization costs, and any other associated costs incurred by the County under its construction contract for the improvements by reason of the non-payment of any change order for the construction of a portion of the improvements which is the responsibility of the City and which has not been paid within 90 days of the date of submittal by the County.
- (f) The County shall promptly notify the City of any such claim for damages by the construction contractor and the County and the City shall negotiate with the construction contractor for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above, and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (g) The Parties agree to and shall provide their respective shares for the development of the Project on a timely basis in order to meet the Project schedule.
- (h) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within 30 calendar days after the completion of the Project. The County shall provide the City, at least quarterly, with an accounting of the deposits to and disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the City.



- (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 construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
  
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.
  
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
  
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
  
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF AUSTIN, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

TRAVIS COUNTY, TEXAS

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

Date: \_\_\_\_\_

# 4

**Travis County Commissioners Court Agenda Request**

Voting Session: April 7, 2009  
(Date)

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

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

B. Requested Text:

Consider and Take Appropriate Action on Requests from City of Austin and Sustainable Food Policy Board for Assignment of County Staff and Participation of Board Members on City-sponsored Ethics Training.

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

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

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 APR -2 AM 11 09

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:** April 1, 2009

**TO:** Members of the Commissioners Court

**FROM:**

*Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager

Travis County Health and Human Services and Veterans Services

**SUBJECT:** Request for County Staffing of Sustainable Food Policy Board

**Proposed Motion:**

Consider and Take Appropriate Action on Requests from City of Austin and Sustainable Food Policy Board for Assignment of County Staff and Participation of Board Members on City-sponsored Ethics Training.

**Summary and Staff Recommendations:**

Staff seeks direction from the Court on the request from the Sustainable Food Policy Board for County Staffing to accomplish its charge, including the compiling of information and analysis to be forwarded to both the City and County, as well as organizing subcommittees, prioritizing issues and development of the Board's annual work plan. In addition, Staff would also like the clarification from the Court regarding the participation from its appointees in ethics trainings required of City of Austin appointees.

**Budgetary and Fiscal Impact:**

None during the current fiscal year. Providing resources on behalf of the County to City of Austin staff will require dedicated Staff time and other resources that TCHHS&VS can quantify once the work of the Board commences.

### **Issues and Opportunities:**

At the Board meeting on March 30, 2009, the Board discussed requesting staff time and resources of the City and County necessary for the completion of its charge of identifying and securing the availability of safe, nutritious, locally, and sustainably-grown food and to aid in coordinating local government activities with local nonprofits, community organizations, businesses and farms.

### **Background:**

On November 25, 2008, the Court voted to approve the creation of and its participation in the Sustainable Food Policy Board. The Board was created to advise both the Austin City Council and the Travis County Commissioners Court in the areas concerning the availability of safe, nutritious, locally, and sustainably-grown food and to aid in coordinating local government activities with those of nonprofits and community organization, and local business. The Sustainable Food Policy Board would accomplish this by:

- (1) monitor[ing] the availability, price and quality of food throughout the Austin and Travis County area;
- (2) collect[ing] data on the food security (i.e., access to an affordable, diversified local food supply) and the nutritional status of city residents;
- (3) inform[ing] city and county policy makers, administrators, and the public-at-large about the status of the region's food system and food security;
- (4) monitor[ing] and analyze the administration of city and county food and nutrition programs;
- (5) explor[ing] new means for the city and county to improve the local food economy, the availability, sustainability, accessibility, and quality of food and our environment, and assist city and county departments in the coordination of their efforts;
- (6) review[ing] availability and recommend measures to promote the preservation of agricultural land in the City of Austin and Travis County;
- (7) and recommend[ing] to the city and county adoption of measures that will improve existing local food production and add new programs, incentives, projects, regulations, or services. (City of Austin Ordinance Ord. 20081120-058)



**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 11/25/2008

A. REQUEST MADE BY: Commissioners Sarah Eckhardt & Ron Davis  
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

**DISCUSS AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY PARTICIPATION IN THE CREATION OF AN AUSTIN/TRAVIS COUNTY SUSTAINABLE FOOD POLICY COUNCIL IN COLLABORATION WITH THE CITY OF AUSTIN.**

  
\_\_\_\_\_  
COMMISSIONER ECKHARDT

  
\_\_\_\_\_  
COMMISSIONER DAVIS

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

**REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:**

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

\_\_\_\_\_ PURCHASING OFFICE (854-9700)  
Bid, Purchase Contract, Request for Proposals

\_\_\_\_\_ COUNTY ATTORNEY'S OFFICE (854-9415)  
Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 NOV 19 PM 5:07

**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.

RESOLUTION ESTABLISHING TRAVIS COUNTY PARTICIPATION IN  
THE AUSTIN/TRAVIS COUNTY SUSTAINABLE FOOD POLICY COUNCIL

1 **WHEREAS**, Travis County is a responsive community with limitless possibilities so  
2 there is no excuse for hunger;

3  
4 **WHEREAS**, Affordable and nutritious food, provided in a respectful manner, is a human  
5 right;

6  
7 **WHEREAS**, Travis County wishes to ensure that a wide variety of safe, nutritious and  
8 sustainably-grown food is available to city residents;

9  
10 **WHEREAS**, Travis County wishes to ensure that access to safe, nutritious and  
11 sustainably-grown food is not limited by economic status, location, or other factors  
12 beyond a resident's control;

13  
14 **WHEREAS**, Travis County wishes to recognize that increasing the amount of fresh,  
15 nutritious and sustainably-grown food in our region will have a positive impact on our  
16 local economy;

17  
18 **WHEREAS**, Travis County wishes to recognize that increasing the amount of fresh,  
19 nutritious and sustainably-grown food in our region will have a positive affect on the  
20 region's efforts to reduce energy consumption;

21  
22 **WHEREAS**, Travis County wishes to ensure that the price of food in the city and the  
23 county remains reasonably close to the average price existing in the balance of the region  
24 and stable as compared to the median family income;

25  
26 **WHEREAS**, Travis County wishes to ensure that the region maintains the natural  
27 resources, land base, infrastructure and skill sets necessary to produce fresh, nutritious  
28 and sustainably-and-locally grown food;

29  
30 **WHEREAS**, Travis County wishes to recognize the importance of providing education  
31 to its residents to support a healthy, local food system by promoting environmental,  
32 nutritional, cultural, culinary, and horticultural awareness;

33  
34 **WHEREAS**, Travis County wishes to ensure that the region preserves our unique food  
35 culture, traditions, and heritage; and

36  
37 **WHEREAS**, The Austin City Council also support these goals and efforts to improve our  
38 food system in order to benefit the citizens of Austin and Travis County.

1 **NOW THEREFORE BE IT RESOLVED**, that the Travis County Commissioners  
2 Court establishes, in partnership with the City of Austin, an Austin/Travis County  
3 Sustainable Food Policy Council;  
4

5 **BE IT FURTHER RESOLVED**,

6 (A) The Sustainable Food Policy Council is composed of 13 members. The  
7 Council may include representatives from the retail food industry, consumer  
8 interest groups, the health care and wellness community, the emergency  
9 food program community, the local agriculture industry, soil and compost  
10 producers, the food or nutrition education field, the non-profit food  
11 organization community, the for-profit food industry, and the food  
12 manufacturing industry. Council members should either reside or do  
13 business in Travis County.

14 (1) The Austin City Council shall appoint 7 members.

15 (2) The Travis County Commissioners Court shall appoint 6 members.  
16

17 (B) The Council shall serve as an advisory body to the Austin City Council and  
18 Travis County Commissioners Court concerning the need to improve the  
19 availability of safe, nutritious, locally, and sustainably-grown food at  
20 reasonable prices for all residents, particularly those in need, by coordinating  
21 the relevant activities of city and county governments, as well as non-profit  
22 organizations, and food and farming businesses.  
23

24 (C) The Council shall:

25 (1) monitor the availability, price and quality of food throughout the  
26 Austin and Travis County area;

27 (2) collect data on the food security (i.e., access to an affordable,  
28 diversified local food supply) and the nutritional status of city  
29 residents;

30 (3) inform city and county policy makers, administrators, and the public-  
31 at-large about the status of the region's food system and food security;

32 (4) monitor and analyze the administration of city and county food and  
33 nutrition programs;

34 (5) explore new means for the city and county to improve the local food  
35 economy, the availability, sustainability, accessibility, and quality of  
36 food, and assist city and county departments in the coordination of  
37 their efforts;

38 (6) review availability and recommend measures to promote the  
39 preservation of agricultural land in Travis County;

40 (7) and recommend to the city and county adoption of measures that will  
41 improve existing local food production and add new programs,  
42 incentives, projects, regulations, or services.  
43

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

(D) Any actions taken by the Council which require direct financial participation must be presented to the Commissioners Court for approval and are subject to county statutory authority.

This ordinance takes effect on \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gómez  
Commissioner, Precinct 4

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

RECEIVED  
COUNTY CLERK'S OFFICE

6

Please consider the following item for:  
04-07-09

09 APR -2 AM 11:16

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 application to the US Department of Justice under the 2009 Community Oriented Policing Services (COPS) Hiring Recovery Program (CHRP) for the funding of 12 Deputy Sheriff positions over a three-year period in the Sheriff's Office.
- b) New grant application to the US Department of Justice, 2009 Byrne Justice Assistance Grant to replace the Local Law Enforcement Block Grant (LLEBG) that has supplied funding for various law enforcement projects within the Sheriff's Office.
- c) Continuation grant application to the Texas Department of Agriculture for Juvenile Probation to continue to participate in the Texas Department of Agriculture's USDA School Commodities Program to receive USDA donated commodities.
- d) Continuation grant application to the Texas Department of Agriculture for Juvenile Probation to continue participation in the National School Lunch Program/School Breakfast Program.
- e) New grant application to the Texas Education Agency for Health and Human Services and Veterans Services to serve as the lead agency to provide after-school programs in ten economically disadvantaged and high-risk elementary schools. The application is for year one of a five year grant and will provide resources for 13 County FTEs.
- f) New grant application to the Casey Family Programs to fund a Care Coordinator position in the Health and Human Services Department that will arrange for youth with complex mental health needs and their families to receive services under the Reintegration Project.

Approved by:

\_\_\_\_\_

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

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

\_\_\_\_\_ Additional funding for any department or for any purpose

\_\_\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_\_\_ Grant

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

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

**Purchasing Office (854-9700)**

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

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

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2009

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

Dept	Grant Title	Grant Period	Grant Amount	Local Funds (Donation)	County Match	FTEs	Notes	Page #
<b>Applications</b>								
<b>a</b>	37	2009 COPS Hiring Recovery Program (CHRP)	10/1/2009 - 9/30/2012	\$2,273,688	\$117,239	12	<sup>1</sup>	8
<b>b</b>	37	2009 Byrne Justice Assistance Grant	3/1/2009 - 9/30/2012	\$495,000				54
<b>c</b>	45	USDA School Commodities Program	7/1/2009 - 6/30/2010	\$12,600				98
<b>d</b>	45	National School Lunch Program/School Breakfast Program	7/1/2009 - 6/30/2010	\$250,000				141
<b>e</b>	58	Casey Family Programs Community and Family Reintegration Project	3/1/2009 - 1/1/2010		\$70,000			165
<b>f</b>	58	21st Century Community Learning Centers, Cycle 6, Year 1	8/1/2009 - 7/31/2010	\$2,019,500	\$50,000	13		179

**Notes:**

- 1 nmends approval.
- 2 recommend approval
- 3 rendition for more information

## FY 2009 Grants Summary Report Outstanding Grant Applications

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

Dept	Name of Grant	Grant Amount	County Match	FTEs	Cm. Ct. Approval Date
58	AmeriCorp	\$301,429	\$281,599	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000		11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928			11/18/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215		12/16/2008
45	Young Offender Planning Grant	\$300,000		3	12/16/2008
19	Family Violence Accelerated Prosecution	\$98,842	\$53,223	1.39	1/6/2009
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	

2

## FY 2009 Grants Approved by Commissioners Court

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

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

Last Updated 4-21-09 at 4:55pm					
23	Intergovernmental Agreement for the Austin/Travis County Family Violence Protection Team	\$685,586			4 1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000			1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859			2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002			2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666		1 2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988		1.5 2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25 2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014			2/17/2009
24	Drug Diversion Court	\$160,041			1 2/17/2009
22	Drug Court (State) Program	\$98,500			1 2/17/2009
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653			3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452		2 3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	\$121,773			3/24/2009
23	Title IV-E Legal Administration	\$1,739,164			3/24/2009
49	Reimers Urban Outdoor Recreation Grant	1,000,000	\$1,000,000		3/31/2009
		<u>\$9,109,957</u>	<u>\$2,207,153</u>	<u>\$124,000</u>	<u>31.25</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/>					
<b>Total Outstanding</b>		\$ 596,442	\$ 142,560		9.75

\* Original Grant Column shows Beginning FY'08 Amount

6

## 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		

7

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Sheriff
<b>Contact Person/Title:</b>	Tonya Mills 3532
<b>Phone Number:</b>	854-4669

<b>Grant Title:</b>	2009 COPS Hiring Recovery Program (CHRP)		
<b>Grant Period:</b>	From:	10/1/2009	To: 9/30/2012
<b>Grantor:</b>	U.S. Department of Justice		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	2,273,688					2,273,688
Operating:			117,239			117,239
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	2,273,688	0	117,239	0	0	2,390,927
FTEs:	12.00					12.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
90% of Priority 1 calls for service are answered in under 9 minutes	75%	72.4%				82%
At no time should any Priority 1 call for service exceed 15 minutes	6%	8.7%				4%
<b>Measures For Grant</b>						
Same						
Outcome Impact Description	Increased staffing in each district will allow sufficient staff for proactive policing efforts by patrol deputies.					

Measured by the number of relevant community contacts made by patrol deputies (164 patrol deputies with 10 per month each).	N/A	N/A	N/A	N/A	N/A	18,368
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

Because of the scale and timing of this grant application, PBO concurs with proceeding with this application in order to not foreclose this funding option for 12 Deputy Sheriff positions. PBO has written a memorandum on an analysis of the COPS grant and the \$987,233 NET funding impact (\$117,239 in the first 3 years), using the assumptions of this grant proposal during the three-year grant period, and the \$869,994 requirement of continued funding in the fourth year.

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?

CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts.

This grant would enhance current initiatives and support the Travis County Sheriff's Office Law Enforcement Bureau's mission.

In October 2008, following the close of the FY 2009 budget process, the Travis County Commissioners Court commissioned a committee to analyze and recommend a staffing plan for the TCSO Law Enforcement Bureau. The mission of the committee was to identify an appropriate staffing model to meet the challenges of providing comprehensive law enforcement services to a growing population of rural, suburban, and urban communities over the next five years – specifically, a model that went beyond the traditional “officer-per-thousand” ratio which had been used to support past staffing requests. The committee membership consisted of staff from the TCSO, Justice and Public Safety, Planning and Budget Office as well as staff from Commissioner’s Offices in Precincts 2, 3 and 4.

The resulting report is attached and formal presentation to the Commissioner’s Court is pending.

After in-depth review of the grant opportunity presented by the US Department of Justice, the Travis County Sheriff’s Office is requesting the opportunity to apply for this grant. The grant period would be from FY2010 through FY2012, with the requirement that Travis County will pick up funding of the 12 FTE’s requested in FY2013.

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

The COPS/CHRP grant will cover all personnel related costs from FY2010 through FY2012, including step increases during years 2 and 3 of the grant. The County will be responsible for funding these 12 FTE's beginning FY2013. In year one of the CHRP grant (FY2010) Travis County will be responsible for funding uniforms and vests (\$48,617) the TCSO can secure the additional money for WMD gear and radios during through other funding sources. Most of the costs related to Travis County during years one through three of the grant are not ongoing costs, so the total Travis County investment of \$48,617 will secure almost \$2.3 million dollars in personnel costs from the US Department of Justice.

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.

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

Indirect costs such as radios, vests, uniforms, etc are to be paid by the applicant. Only personnel costs are covered by the grant.

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, Beginning in FY 2013, the County's General Fund will be required to fund these 12 FTEs.

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

This grant will not begin a new program, rather enhance current efforts. However, these staff are necessary to bringing the service levels within each sector in line with the targeted goals.

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 additional staff will help to provide the coverage needed to improve response times in each sector.

These additional staff will work toward providing a minimum staffing target in each district so that when not responding to calls for service, officers can focus on specific crime issues in their reporting districts in an effort to reduce criminal activity and increase officer safety.

These additional staff will also give officers an opportunity to become more involved with the communities they serve and to be proactive in the prevention of crime. This is import to the overall mission of the department and helps to increase citizen confidence and community involvement in the effort to report and reduce crime in their neighborhoods.

Implementation of these 12 FTE's can be done without vehicles normally necessary for additional patrol deputies, as these deputies will be transistional deputies and complete 2 man units in Baker sector. Baker sector has the highest call volume and call types which often require multiple units respond. With two man units the needed back up is on scene and deployment of additional units may not be necessary. Once funded, 12 existing deputies and their patrol cars will be redeployed from Baker sector to Charlie and Adam sectors. There they will fill districts

normally unmanned. This will allow for increased response times and proactive policing opportunities, which is consistent with the Sheriff's Office mission and goals.



## 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 31, 2009

**SUBJECT:** COPS Hiring Recovery Program (CHRP) Grant Application

The attached Community Oriented Policing Services (COPS) Hiring Recovery Program (CHRP) grant application by the Sheriff's Office is for \$2,273,688 over three years from the U. S. Department of Justice for 12 Deputy Sheriff positions. The deadline for applying for this grant is April 14, 2009. Please see the attached memo and documents from the Sheriff's Office for additional information.

The total verified Three-Year cost of the CHRP application is \$2,390,927. This would leave a Three-Year General Fund Obligation of \$117,239 assuming funding of these positions by the County as part of 2-Man units and approval and acceptance of the CHRP grant. After the three-year grant period is concluded, the County would be obligated to totally fund the 12 positions from General Fund Resources at a 4<sup>th</sup> year cost of \$869,994. The analysis indicates that the four year cost of these positions and equipment would total \$3,260,921, with funding of \$2,273,688 from the CHRP grant and the \$987,233 balance coming from the General Fund. Since these positions are proposed to be used in 2-Man units these costs do not include the cost 12 fully equipped Patrol Vehicles at a current cost of \$630,924 and a replacement cost thereafter every three years of approximately \$450,000 under the current County vehicle replacement policy.

Because of the scale and timing of the CHRP grant application, PBO concurs with proceeding with the application, in order to not foreclose this funding option for 12 Deputy Sheriff positions. Acceptance of any grant award should be made in the context of the regular ongoing FY 2010 budget process.

**Cc:** Sheriff Greg Hamilton  
Phyllis Clair, Major, TCSO Law Enforcement  
Michael Hemby, Research & Planning Manager, TCSO  
Tonya Mills, Senior Planner, TCSO  
Rodney Rhoades, Executive Manager, PBO  
Leroy Nellis, Budget Director, PBO



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**MEMORANDUM**

**To:** Judge Sam Biscoe  
Commissioner Ron Davis  
Commissioner Sarah Eckhart  
Commissioner Karen Huber  
Commissioner Margaret Gomez

**From:** Tonya Mills #3532, Senior Planner

A handwritten signature in red ink, appearing to read "Tonya Mills #3532".

**Date:** 25 March 2009

**Subject:** COPS Hiring Recovery Program (CHRP) - US Department of Justice

Attached is a grant application for the COPS Hiring Recovery Program (CHRP) through the US Department of Justice, a funding opportunity recently available which is due by April 14, 2009. CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts.

In October 2008, following the close of the FY 2009 budget process, the Travis County Commissioners Court commissioned a committee to analyze and recommend a staffing plan for the TCSO Law Enforcement Bureau. The mission of the committee was to identify an appropriate staffing model to meet the challenges of providing comprehensive law enforcement services to a growing population of rural, suburban, and urban communities over the next five years – specifically, a model that went beyond the traditional "officer-per-thousand" ratio which had been used to support past staffing requests. The committee membership consisted of staff from the TCSO, Justice and Public Safety, Planning and Budget Office as well as staff from Commissioner's Offices in Precincts 2, 3 and 4.

The resulting report is attached and formal presentation to the Commissioner's Court is pending. After in-depth review of the grant opportunity presented by the US Department of Justice, the Travis County Sheriff's Office is requesting the opportunity

to apply for this grant. The grant period would be from FY2010 through FY2012, with the expectation that Travis County will pick up funding of the 12 FTE's requested in FY2013. The deadline to submit this grant request is April 14, 2009.

The total request for this grant is \$ 2,390,927. While there is no match required, there are peripheral costs such as handheld radios, uniforms, vests and WMD gear. The TCSO can secure funding for the handheld radios and WMD gear, but will need additional funding from the court for uniforms and vests. The total investment from Travis County of \$117,239 secures almost \$2.3 million dollars in funding from the US Department of Justice in personnel costs over the next three fiscal years.

We are requesting the Commissioners Court approve this grant contract for funding in FY 2010. If you have questions, please don't hesitate to call the project director, Major Phyllis Clair, or me at 854-4669.

Thank you each in advance for your attention to this matter and your continued commitment to providing effective law enforcement services to the citizens of Travis County.

Cc: Nisha Sharma, County Auditor's Office  
Jim Connolly, County Attorney's Office  
Bill Derryberry, PBO

U.S. Department of Justice  
Office of Community Oriented Policing Services



COPS Instruction Booklet

www.cops.usdoj.gov

The U.S. Department of Justice, Office of Community Oriented Policing Services ([www.cops.usdoj.gov](http://www.cops.usdoj.gov)) is pleased to announce that it is seeking applications for funding for the COPS Hiring Recovery Program. This program will assist law enforcement agencies to create and preserve sworn officer jobs and increase their community policing capacity and crime prevention efforts.

# COPS FY2009 Application Guide: COPS Hiring Recovery Program (CHRP)

## Eligibility

The COPS Hiring Recovery Program is an open solicitation. All local, state, and federally recognized tribal law enforcement agencies that have primary law enforcement authority are eligible to apply.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

## Deadline

All applications must be received through the COPS website ([www.cops.usdoj.gov](http://www.cops.usdoj.gov)) by **April 14, 2009, 11:59 p.m. EDT.**

## Contact Information

For assistance with the requirements of this solicitation, please contact the COPS Office Response Center at 800.421.6770 or via e-mail at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov).

This application must be submitted through the COPS website ([www.cops.usdoj.gov](http://www.cops.usdoj.gov)). For technical assistance with submitting the application, please call the COPS Office Response Center at 800.421.6770.



U.S. Department of Justice  
Office of Community Oriented Policing Services



www.cops.usdoj.gov

# COPS FY2009 Application Guide: COPS Hiring Recovery Program (CHRP)

---

The COPS Application Guide is designed to assist applicants in applying for CHRP funding. This Guide includes general information on the administrative and legal requirements governing COPS grant programs, as well as CHRP-specific information.

For more information about COPS grants, please call the COPS Office Response Center at 800.421.6770.



U.S. Department of Justice  
Office of Community Oriented Policing Services  
1100 Vermont Avenue, N.W.  
Washington, DC 20530

COPS Online: [www.cops.usdoj.gov](http://www.cops.usdoj.gov)

March 2009

# Contents

OVERVIEW .....	1
COPS Office Overview .....	1
COPS Hiring Recovery Program (CHRP) Overview .....	2
DEADLINE: REGISTRATION.....	4
DEADLINE: APPLICATION.....	4
ELIGIBILITY REQUIREMENTS .....	4
PROGRAM-SPECIFIC INFORMATION.....	5
Length of Grant Term, CHRP Hiring Categories, Maximum Federal Share, and Local Share Requirements .....	5
Federal Funding: Allowable and Unallowable Costs .....	6
Allowable Costs: Fundable Requests.....	6
Unallowable Costs: Requests Will NOT Be Funded .....	6
Monitoring, Reporting, & Evaluation Requirements .....	7
PERFORMANCE MEASURES.....	8
HOW TO APPLY .....	9
Administrative Requirements Governing COPS Programs .....	9
Electronic Submission of Applications Via the COPS Website .....	9
Obtaining a DUNS Number .....	10
Registering with the Central Contractor Registry .....	11
Geographic Names Information System (GNIS Identification Number) .....	12
Helpful Online Resources.....	12
Audit Requirement .....	13
Civil Rights .....	13
Grant Terms & Conditions.....	13
I. & II. Assurances & Certifications .....	14
III. Disclosure of Lobbying Activities.....	14
IV. Nonsupplanting Requirement .....	14
V. Retention Requirement.....	15
VI. Reporting Requirements .....	15
Suspension or Termination of Funding.....	16
Required Application Documents .....	17

WHAT AN APPLICATION MUST INCLUDE ..... 18

- General Information ..... 18
- Section 1: Executive Information ..... 18
- Section 2: General Agency Information ..... 18
- Section 3: CHRP Program Request ..... 18
- Section 4: Need for Federal Assistance ..... 19
- Section 5: Law Enforcement and Community Policing Strategy ..... 22
- Section 6: Continuation of Project After Federal Funding Ends ..... 22
- Section 7: Sample Budget Detail Worksheet ..... 23
- Sections 8, 9, 10 and 11: Legal Requirements ..... 29

APPENDIXES ..... 30

- Appendix A: Glossary of COPS Program Terms ..... 30

# **COPS HIRING RECOVERY PROGRAM (CHRP) (CFDA 16.710)**

## **OVERVIEW**

### **COPS Office Overview**

The COPS Office was established as a result of the Violent Crime Control and Law Enforcement Act of 1994 to assist law enforcement agencies in enhancing public safety through the implementation of community policing strategies in jurisdictions of all sizes across the country. Community policing represents a shift from more traditional law enforcement in that it focuses on proactive collaborative efforts to prevent and respond to crime, social disorder, and fear of crime.

COPS provides funding to state, local, and tribal law enforcement agencies and other public and private entities to hire and train community policing professionals, acquire and deploy cutting-edge crime-fighting technologies, and develop and test innovative policing strategies.

We will continue to accomplish our mission by:

- creating innovative programs that respond directly to the emerging needs of state, local, and tribal law enforcement, to shift law enforcement's focus to preventing, rather than reacting to, crime and disorder within their communities
- developing state-of-the-art training and technical assistance to enhance law enforcement officers' problem-solving and community interaction skills
- promoting collaboration between law enforcement and community members to develop innovative initiatives to prevent crime
- providing responsive, cost-effective service delivery to our grantees to ensure success in advancing community policing strategies within their communities.

By funding over 13,000 of the nation's 18,000 law enforcement agencies, the COPS Office has helped create a community policing infrastructure across the nation. Approximately 81 percent of the nation's population is served by law enforcement agencies practicing community policing.

**Additional information regarding the COPS Office can be found at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).**

## COPS Hiring Recovery Program (CHRP) Overview

The COPS Hiring Recovery Program (CHRP) is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L.111-5, and provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to create and preserve jobs, and to increase their community policing capacity and crime-prevention efforts.

CHRP grants cover 100 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over three years (36 months). There is no local match or cap on the amount of funding that can be requested, but CHRP grant funding will be based on your agency's current entry-level salary and fringe benefits for full-time sworn officers. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency. The COPS Office reserves the right to reduce any request based on funding availability and/or other factors as determined by the COPS Office. Funding under this program may be used to:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official grant award start date as it is listed on your agency's award document.
- Rehire officers who have *already been laid off* (at the time of the application) as a result of state, local, or tribal budget cuts. The rehired officers must be rehired on or after the official grant award start date as it appears on your agency's award document. Documentation must be maintained showing the date(s) that the positions were laid off and rehired.
- Rehire officers who are (at the time of the application) *currently scheduled to be laid off on a future date* as a result of state, local, or tribal budget cuts. Grantees will be required to continue funding the positions with local funding until the date(s) of the scheduled lay-offs. The dates of the scheduled lay-offs and the number of positions affected must be identified in the CHRP application. In addition, documentation must be maintained detailing the dates and reason(s) for the lay-offs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled lay-offs are occurring for local economic reasons unrelated to the availability of CHRP grant funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the lay-offs, budget documents ordering jurisdiction-wide budget cuts, and/or notices provided to the individual officers regarding the lay-offs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHRP. If your agency receives a CHRP grant and *after receiving the grant*, your agency needs to change one or more of the funded hiring categories it received funding under, your agency must request a post-award grant modification and must receive prior approval before spending CHRP funding. To obtain information on modifying a CHRP grant award, please contact the COPS Office Response Center at 800.421.6770.

Please note that unless your agency is a Federally Recognized Tribe contracting with the Bureau of Indian Affairs for law enforcement services, contractual arrangements for law enforcement services are not fundable under CHRP.

An applicant may not reduce its budget for sworn officers just to take advantage of the CHRP grant. Any budget cut must be unrelated to the receipt of CHRP grant funds to avoid a violation of the COPS statute nonsupplanting requirement.

The nonsupplanting requirement means that COPS grant funds must be used to supplement (increase) state, local or Bureau of Indian Affairs (BIA) funds that would have been dedicated toward the grant purpose if federal funding had not been awarded. CHRP grant funds must not be used to replace local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHRP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with local funds. For additional information on the COPS nonsupplanting requirement as it applies to CHRP, please refer to the nonsupplanting FAQs at <http://www.cops.usdoj.gov/Default.asp?Item=2119>.

Furthermore, all grant recipients must retain any CHRP-funded officer positions awarded for at least 12 months after the 36 months of federal funding has ended for each position. Applicants are required to affirm in their CHRP grant application that their agency plans to retain any additional officer positions awarded following the expiration of the grant, and identify their planned source(s) of retention funding.

Please note that if your agency receives a CHRP grant, your agency must comply with all of the data tracking, collection and reporting requirements under the Recovery Act and CHRP on a timely basis.

Grant recipients shall promptly refer to the Office of the Inspector General (OIG) any credible evidence that a person has submitted a false claim under the False Claim Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving CHRP funds. The OIG may be contacted at [OIG.hotline@usdoj.gov](mailto:OIG.hotline@usdoj.gov), [www.usdoj.gov/oig/FOIA/hotline.htm](http://www.usdoj.gov/oig/FOIA/hotline.htm) and 800.869.4499.

Misuse of CHRP funds and/or failure to comply with all COPS grant requirements may result in suspension or termination of grant funds, the repayment of grant funds and/or other remedies available by law.

Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in good standing on other U.S. Department of Justice grants, has other grant compliance issues that would make the applicant agency ineligible to receive COPS funding, and/or is not cooperating with an ongoing compliance investigation regarding a current COPS grant award. A hold may also be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.

## DEADLINE: REGISTRATION

Applicants are required to apply online via the COPS website: [www.cops.usdoj.gov](http://www.cops.usdoj.gov). To access the application, click on "Account Access" in the upper right hand side of the COPS homepage. To use the online application system, applicants must have an active account with the COPS Office. Previously funded COPS grantees should have an established account with a username and password. Please review your account information to ensure that the Law Enforcement Executive, Government Executive and contact information is accurate.

Applicants that have not previously received COPS funding must first register by creating an account on the COPS website. Applicants should register as soon as possible to prevent any delays in completing and submitting their CHRP application online. To register, the applicant will need the agency's Originating Agency Identifier (ORI) Number, assigned by the FBI, and the agency's Law Enforcement Executive information. If the applicant does not have, or does not know, the agency's ORI number, an account can be created without it, as the COPS Office will locate the ORI or assign the agency an ORI number (for internal purposes). After the agency has created an account on the COPS website, an email will be sent to the Law Enforcement Executive with the account username and password. Once the username and password are received, the agency will be able to access the online application system. Agencies will be required to change their password after the initial log-in to the COPS online system.

If assistance is needed to set up a new account or activate an existing account, please contact:

COPS Office Response Center  
U.S. Department of Justice COPS Office  
800.421.6770  
[Egov.issues@usdoj.gov](mailto:Egov.issues@usdoj.gov)

## DEADLINE: APPLICATION

There will be one application deadline of **April 14, 2009, 11:59 p.m. EDT** for the CHRP grant program. Applications must be submitted online via the COPS website on or before **April 14, 2009** to receive consideration for Fiscal Year 2009 funding, subject to funding availability. Applications submitted after **April 14, 2009** will not be considered for funding. All applicants will receive written notification of funding decisions.

## ELIGIBILITY REQUIREMENTS

CHRP is an open solicitation. All state, local, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. Applicants that are determined to be ineligible for CHRP funding based on their responses to the online CHRP Eligibility Worksheet questions will not be able to complete the remainder of the CHRP application. Funding decisions will be based upon the information in your application, availability of funding, and/or other factors as determined by the COPS Office.

For additional information, please contact your COPS Grant Program Specialist by calling the COPS Office Response Center at 800.421.6770.

---

## **PROGRAM-SPECIFIC INFORMATION**

### **Length of Grant Term, CHRP Hiring Categories, Maximum Federal Share and Local Share Requirements**

The CHRP grant provides funding for three years (36 months) for each position awarded. No-cost extensions of time (not additional funding) may be provided on a case-by-case basis to provide additional time beyond the three years to complete the expenditure of grant funds. At the conclusion of federal funding, CHRP grantees are required to retain all officer positions awarded for at least 12 months from the time that the 36 months of grant funding for each CHRP position expires. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds, over and above the number of locally-funded officer positions that would have existed in the absence of the grant. Absorbing CHRP-funded officers through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

There is no local match or cap on the amount of funding that can be requested, although the COPS Office may reduce requests based on factors such as available funding. CHRP grants provide 100 percent funding for the approved entry-level salaries and fringe benefits of full-time sworn career law enforcement officers. All budget calculations must be based on the current authorized salary and fringe benefits of an entry-level officer in your department. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency.

CHRP grants may be used on or after the official grant award start date as it appears on your agency's award document to: (1) hire new officer positions (including filling existing officer vacancies that are no longer funded in your agency's budget); (2) rehire officers who have been laid off as result of state, local or tribal budget cuts; or (3) rehire officers who are scheduled to be laid off on a specific future date as a result of state, local or tribal budget cuts.

CHRP grant funds will be awarded for officer positions in the above three distinct hiring categories and grantees are required to use CHRP funds for the specific categories awarded. An applicant may request funding in one or more of the hiring categories. However, funding requests must be based upon the applicant's current (at the time of application) need for funding in the three hiring categories (new hires, rehires of previously laid off officers, and rehiring officers who are scheduled to be laid off on a specific future date). If an applicant receives an award for a specific hiring category and then needs to make changes to the hiring categories following the receipt of the CHRP award, the grantee must request a post-award grant modification and receive prior approval from the COPS Office before expending CHRP funding. To request a post-award grant modification, please contact the COPS Office Response Center at 800.421.6770.

During the review of your agency's application, if the COPS Office reduces the number of positions your agency requested, the COPS Office may contact you to obtain a new number of officer positions requested in each category.

The COPS statute nonsupplanting requirement mandates that CHRP funds must be used to supplement (increase) the grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local or Bureau of Indian Affairs (BIA) funds that a grantee would otherwise have spent on sworn officer positions in the absence of the CHRP grant.

Awarded agencies are required to draw down grant funds based upon immediate cash disbursement needs throughout the 36-month funding period, and not as a lump sum payment.

## Federal Funding: Allowable & Unallowable Costs

### *Allowable Costs: Fundable Requests*

Allowable costs are costs that will be paid for by this grant program. **The only allowable costs under CHRP are the approved full-time entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers hired or rehired on or after the grant award start date.** A "career law enforcement officer" is a person hired on a permanent basis who is authorized by law, or by a state, local, or tribal agency, to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. Officers previously employed by your agency who have been (or are currently scheduled to be) laid off as a result of budget cuts may be rehired using CHRP grant funds, but funding requests must be limited to your agency's entry-level salaries and fringe benefits for full-time officers. Please be aware that your agency will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

CHRP grants provide 36 months of funding for sworn officer positions. Funding requests must be based upon the applicant's current (at the time of application) need for funding in the three hiring categories (new hires, rehires of previously laid off officers, and rehiring officers who are scheduled to be laid off on a specific future date). When evaluating how many CHRP positions to request, please be mindful of the initial three-year grant period and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures.

Requests may be made only for positions that are not otherwise budgeted with state, local, or Bureau of Indian Affairs funds, and that would not be funded in the absence of the CHRP grant.

### *Unallowable Costs: Requests Will NOT Be Funded*

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHRP. Therefore, requests for equipment, training, uniforms, and vehicles are not permitted under CHRP. In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently (at the time of application) scheduled to be laid off on a specific future date.
- Salaries and fringe benefits over and above an agency's entry-level salaries and fringe benefits for officers
- Salaries and fringe benefits for civilian / non-sworn personnel
- Salaries and fringe benefits for part-time officer positions
- Overtime costs
- Salaries and fringe benefits for furloughed officers
- Contractual arrangements for law enforcement services are not fundable under CHRP (except for Federally Recognized Tribes who are eligible to apply for CHRP funding to pay for contract law enforcement services with the Bureau of Indian Affairs).

---

## Monitoring, Reporting, & Evaluation Requirements

The American Recovery and Reinvestment Act (Recovery Act) requires grantees to report their financial and programmatic progress within 10 days after the end of each calendar quarter. The Recovery Act reporting requirements are in addition to quarterly financial status report and quarterly programmatic progress report requirements. The COPS Office plans to request information from grantees consistent with Section 1512 of the Recovery Act, including collecting information on the number of new jobs created and the number of jobs preserved using CHRP funding. Awarded agencies will be required to submit information in a timely manner as a condition of the award. The COPS Office is then required to post data from grantee reports to Recovery.gov. Please be advised that the submission of programmatic and financial reports on a timely basis is a significant condition of the CHRP grant and a violation of the grant requirement may result in termination of grant funding or other remedies.

In order to aid in compliance with the reporting requirements, awarded agencies should be prepared to track and report CHRP funding separately from other funding sources (including other COPS and federal grants) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHRP funding and ensure that its use is consistent with grant terms and conditions. Good practices in this area would include written accounting practices, an accounting system that tracks all drawdowns and grant expenditures, and the ability to track when each CHRP position is filled or vacant (including if the position was for a new hire or a rehire).

In addition, the COPS Office is interested in tracking the progress of its programs and the implementation of its grantees' community policing plans. Therefore, all grantees will be required to participate in any audit and/or grant monitoring activities of the U.S. Department of Justice, including but not limited to the COPS Office, the Office of the Inspector General, or an entity designated by COPS.

The COPS Office Monitoring staff may take a number of monitoring approaches for oversight to mitigate the unique implementation of funding under the Recovery Act. These approaches include, but are not limited to, site visits, office-based grant reviews, compliance reviews, and periodic surveys to gather information. COPS may seek information including, but not limited to, your agency's compliance with nonsupplanting, retention, reporting and financial requirements. COPS may also seek information on your progress in achieving your community policing plan. Program and Monitoring Specialists, as well as auditors, are particularly interested in confirming that the hiring/rehiring of officer positions is consistent with the applicant's proposal and the grant terms and conditions.

Evaluations of CHRP may be conducted at the national and/or local level. Such evaluations may include assessing the progress of program implementation and examining the impact of hiring additional officers. Evaluators may visit grantee sites to collect data for these evaluations. All selected grantees must cooperate in such evaluations and provide any requested information. In addition, grantees are encouraged to collect information regarding the achievements and successes of community policing within their jurisdictions.

Grant recipients shall promptly refer to the Office of the Inspector General (OIG) any credible evidence that a person has submitted a false claim under the False Claim Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving CHRP funds.

Please feel free to contact your Grant Program Specialist at 800.421.6770 to discuss any questions you may have regarding the CHRP program or the application process.

## PERFORMANCE MEASURES

To assist in fulfilling the Department of Justice's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, and the American Recovery and Reinvestment Act (Recovery Act), P.L. 111-5, applicants who receive funding must provide data that measures the results of their work. Performance measures for CHRP are as follows:

Objective	Performance Measures	Data Grantee Provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officers.	Average community policing capacity implementation rating (0 to 100) of CHRP grantees.	Quarterly progress reports describing how CHRP funding is being used to assist your jurisdiction in the implementation of community policing strategies.
Create and preserve sworn law enforcement officer jobs.	Number of new jobs created (number of newly hired sworn officer positions).  Number of jobs preserved (number of rehired sworn officer positions).	Quarterly progress reports detailing hiring/rehiring efforts.

All CHRP grants target increasing grantee capacity to implement community policing strategies within the three primary elements of community policing: 1) problem-solving; 2) partnerships; and 3) organizational transformation. The COPS Office requires all CHRP applicants to describe how hiring and/or rehiring additional officers will assist the applicant in implementing community policing strategies. For more information on community policing, please go to the COPS website at: <http://www.cops.usdoj.gov/Default.asp?Item=36>.

As part of the quarterly progress report, CHRP grantees will be required to report on their progress toward implementing community policing strategies. The COPS Office will not require that grantees track statistics to respond to the performance measure questions, and the grantee's community policing capacity implementation rating will not be used in determining grant compliance.

Based on the data collected from grantees, the COPS Office may make improvements to the CHRP program to better meet the program's objective and law enforcement agency needs.

---

## HOW TO APPLY

### Administrative Requirements Governing COPS Programs

#### Electronic Submission of Applications Via the COPS Website

In an effort to meet the objectives of the Recovery Act, the COPS Office developed an online application to allow agencies to apply for CHRP. Agencies must apply for CHRP funding via the COPS website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

Applicants will be able to print a copy of the application package (the CHRP Application Guide and the CHRP application forms) to reference while completing the application online via the COPS website. The COPS Office will not accept applications submitted via mail or email.

Please read the following important information before attempting to submit your application via the COPS website:

- To apply for CHRP funding, applicants must have a DUNS number (DUNS numbers are required of all agencies requesting federal funding) and have an active registration with the Central Contractor Registry (CCR). Please see the attached checklist that will assist agencies in completing all the steps for each registration process.
- All applicant documentation must be submitted electronically, via the COPS website.
- Applicants must comply with any word and/or field limit requirements described in the COPS Application Guide.
- Applicants must also download the COPS Application Guide (instructions) for completing the application.
- Applicants will have the opportunity to print a copy of the application prior to completion, and a copy of the application after it has been submitted. Please note that the application package cannot be submitted until all required fields have been completed.
- Do not wait until the application deadline date to begin the application process through the COPS website. The registration steps may take a few days, and if you wait until the application deadline date you may be unable to submit your application online.

If you encounter difficulty when applying using the COPS website, please contact:

COPS Office Response Center  
800.421.6770  
[Askcops@usdoj.gov](mailto:Askcops@usdoj.gov)

## Obtaining a Data Universal Numbering System (DUNS) Number

The federal government requires that all applicants for federal grants and cooperative agreements have a DUNS number. The DUNS number is used to identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) may be assigned a DUNS number. Organizations should try to keep DUNS numbers to a minimum. In many instances, a central DUNS number with a DUNS number for each major division/department/agency that applies for a grant may be sufficient.

### *How to Obtain a DUNS Number*

- You should verify that you have a DUNS number or take the steps needed to obtain one as soon as possible, if there is a possibility you will be applying for future federal grants or cooperative agreements. There is no need to wait until you are submitting a particular application.
- *If you already have a DUNS number.* If you, as the entity applying for a federal grant or cooperative agreement, previously obtained a DUNS number in connection with the federal acquisition process or requested or had one assigned to you for another purpose, you should use that number on all of your applications. It is not necessary to request another DUNS number from D&B. You may request D&B to supply a family-tree report of the DUNS numbers associated with your organization. Organizations should work with D&B to ensure the right information is on the report. Organizations should not establish new numbers, but use existing numbers and update/validate the information associated with the number.
- *If you are not sure if you have a DUNS number.* Call D&B using the toll-free number 866.705.5711, and indicate that you are a federal grant applicant or prospective applicant. D&B will tell you if you already have a number. If you do not have a DUNS number, D&B will ask you to provide the information listed on the following page and will immediately assign you a number, free of charge.
- *If you know you do not have a DUNS number.* Call D&B using the toll-free number 866.705.5711, and indicate that you are a federal grant applicant or prospective applicant. D&B will ask you to provide the information listed below and will immediately assign you a number, free of charge.

The D&B toll-free number is staffed from 8 a.m. to 6 p.m. (local time of the caller when calling from within the continental United States). Calls placed to the above number outside of those hours will receive a recorded message requesting the caller to call back between the operating hours.

- The process to request a number takes about 5-10 minutes.
- A DUNS number will be assigned at the conclusion of the call.

- You will need to provide the following information:
  - Legal Name
  - Headquarters name and address for your organization
  - Doing business as (DBA) or other name by which your organization is commonly known or recognized
  - Physical address, city, state and zip code
  - Mailing address (if separate from headquarters and/or physical address)
  - Telephone number
  - Contact name and title
  - Number of employees at your physical location.

Obtaining a DUNS number is absolutely free for all entities doing business with the federal government. This includes grant and cooperative agreement applicants or prospective applicants and federal contractors. Be certain that you identify yourself as a federal grant applicant or prospective applicant.

### ***Managing Your DUNS Number***

- D&B periodically contacts organizations with DUNS numbers to verify that their information is current. Organizations with multiple DUNS numbers may request a free family tree listing from D&B to help determine what branches/divisions have numbers and whether the information is current. Please call the dedicated toll-free DUNS number request line at 866.705.5711 to request your family tree.
- D&B recommends that organizations with multiple DUNS numbers have a single point of contact for controlling DUNS number requests to ensure that the appropriate branches/divisions have DUNS numbers for federal purposes.
- As a result of obtaining a DUNS number you have the option to be included on D&B's marketing list that is sold to other companies. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

## **Registering with the Central Contractor Registry**

In addition to the DUNS number requirement, the COPS Office requires all applicants for federal financial assistance to maintain active registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.ccr.gov](http://www.ccr.gov).

### **To register with CCR:**

- Go to [www.ccr.gov](http://www.ccr.gov).
- Click the Start New Registration link.
- Complete the Registration Worksheet.
- Complete the Registration Acknowledgement and Point of Contact Information.
- Register with Credential Provider.

### **To register with a Credential Provider:**

1. Click the Register with Credential Provider link.
2. Enter your DUNS number and press Register.
3. On the Welcome screen, click User ID.
4. Complete the registration screens.

Note: You should record the User ID and password that you entered, as you may need this information for future online application submissions.

## **Geographic Names Information System ID Number**

The Geographic Names Information System (GNIS) database is maintained by the U.S. Geological Survey, U.S. Department of the Interior. The database assigns a unique, permanent feature identifier, the Feature ID, that is the only standard federal key for integrating or reconciling feature data from multiple datasets.

### **To determine your jurisdiction's Feature ID number:**

1. Go to <http://geonames.usgs.gov/>
2. Click on "Search Domestic Names."
3. From this screen, you can enter the name of your jurisdiction (for example, "Cleveland"), and select your state ("Ohio").
4. Click "Send Query." The results will show that Cleveland, Ohio is a populated place with a Feature ID of 1066654.
5. Enter this 7-digit number into your application form. Some jurisdictions may have Feature IDs of less than 7 digits; for example, American University is a school in the District of Columbia with a Feature ID of 531560. In this case, you should place a "0" in front of the number to ensure that 7 digits are entered into the CHRP application form.

### **Helpful Online Resources:**

DUNS Number information:

<http://fedgov.dnb.com/webform/displayHomePage.do>

Central Contractor Registry (CCR): <http://www.ccr.gov>

## **Audit Requirement**

The Single Audit Act (31 U.S.C. §7502(h)) and OMB Circular A-133 §320(a) and (d) require non-federal entities to file Single Audit reports with the Federal Audit Clearinghouse (FAC). The Recovery Act requires that for fiscal years ending September 30, 2009 and later, all Single Audit reports filed with the FAC will be made available for public inspection.

## **Civil Rights**

All recipients of federal grant funds are required to comply with nondiscrimination requirements contained in various federal laws. A memorandum addressing federal civil rights statutes and regulations from the Office for Civil Rights, Office of Justice Programs will be included in the award package for grant recipients. All applicants should consult the Assurances form to understand the applicable legal and administrative requirements.

Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.

## **Grant Terms and Conditions**

The following sections describe the grant terms and conditions that applicants should be aware of before applying to CHRP. Please review each section carefully.

The original signatures of the Law Enforcement Executive/Program Official and Government Executive/Financial Official are REQUIRED on the following documents:

- Assurances (Section 8 of application)
- Certifications (Section 9 of application)
- Certification of Review and Representation of Compliance with Requirements (Section 11 of application)

Original signed hard copies of these documents must be kept in the agency's files and furnished upon request.

## ***I. & II. Assurances & Certifications***

Applicants to COPS programs are required to keep the Assurances and Certifications forms containing the original signatures of the Law Enforcement Executive and Government Executive named on the COPS Application Attachment to the SF-424. The original signed forms must be furnished upon request. Please read these documents carefully as signatures on these documents are treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines whether to award the covered grant.

## ***III. Disclosure of Lobbying Activities***

This disclosure form shall be completed by the reporting entity at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

If this applies to your agency, you are required to submit the Disclosure of Lobbying Activities (SF-LLL) as an attachment to your application online. Complete all items that apply for both the initial filing and material change report.

## ***IV. Nonsupplanting Requirement***

The COPS statute nonsupplanting requirement mandates that grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for the grant purposes. Instead, grant funds must be used to increase the total amount of funds that would otherwise be made available for the grant purposes.

Funds budgeted to pay for sworn officer positions irrespective of the grant may not be reallocated to other purposes or refunded should a CHRP grant be awarded. Non-federal funds must remain available for and devoted to that purpose, with COPS funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHRP funds cannot be applied to any agency cost prior to the award start date. In addition, all awardees will be expected to take active and timely steps pursuant to their standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally-funded vacancies resulting from attrition during the life of the grant.

Under CHRP, the nonsupplanting requirement means that a grant recipient receiving CHRP grant funds to hire a new officer position, including filling an existing officer vacancy that is no longer funded in the recipient's local budget, must hire the additional position on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions.

The nonsupplanting requirement also means that a grant recipient that receives CHRP grant funds to rehire an officer who has *already been laid off* (at the time of application) as a result of state, local, or tribal budget cuts, must rehire the officer on or after the official grant award start date. The grant recipient must maintain documentation showing the date(s) that the position(s) was laid off and rehired in its CHRP grant file.

In addition, the nonsupplanting requirement means that a grant recipient that receives CHRP grant funds to rehire an officer who is (at the time of application) *currently scheduled to be laid off on a future date* as a result of state, local, or tribal budget cuts, must continue to fund the officer with its own funds through the grant award start date until the date of the scheduled lay-off (for example, if the award start date is September 1 and the lay-off is scheduled for

November 1, then the CHRP funds may not be used to fund the officer until November 1, the date of the scheduled lay-off). An agency must identify the date(s) of the scheduled lay-offs and the number of officer(s) to be laid off in its application. If a CHRP grant is awarded, a grant recipient must maintain documentation showing the date(s) and reason(s) for the lay-offs, the number of officers laid off, the number of officers rehired and dates the officers were rehired. [Please note that as long as your agency can document that the lay-offs would occur on the identified dates if the CHRP grant funds were not available, it may transfer the officers to the CHRP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHRP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's CHRP grant records during the grant period and for three years following the official closeout of the CHRP grant in the event of an audit, monitoring, or other evaluation of your grant compliance. For additional information on the COPS nonsupplanting requirement as it applies to CHRP, please refer to the FAQ information sheet at <http://www.cops.usdoj.gov/Default.asp?Item=2119>.

If you have questions concerning the nonsupplanting requirement while completing this application, please contact the COPS Office Response Center at 800.421.6770 for further information.

### ***V. Retention Requirement***

CHRP grantees are required to retain all full-time officer positions awarded for at least 12 months from the time that the 36 months of grant funding for each CHRP position expires. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds, over and above the number of locally-funded officer positions that would have existed in the absence of the grant. Absorbing CHRP-funded officers through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

At the time of the grant application, applicants are required to affirm that their agency plans to retain any additional officer positions awarded following the expiration of the CHRP grant and identify their planned source(s) of retention funding. Agencies applying for CHRP funding are committing to retain each officer position awarded for at least 12 months following the conclusion of 36 months of federal funding for that position. Agencies that do not plan to retain all officer positions under this grant program are ineligible to apply for CHRP funding.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHRP grant may be ineligible to receive future COPS grants for a period of one to three years.

### ***VI. Reporting Requirements***

CHRP grantees are required to submit quarterly financial status reports and quarterly programmatic progress reports to the COPS Office. In addition, Section 1512 of the Recovery Act requires CHRP grantees to report their financial and programmatic progress within 10 days after the end of each calendar quarter, including the number of new jobs created and the number of jobs preserved using CHRP funding. The COPS Office is required to post data from grantee reports to [Recovery.gov](http://Recovery.gov). Please be advised that the submission of all requested financial and programmatic reports on a timely basis is a significant condition of the CHRP grant award, and a violation of the grant requirement may result in termination of grant funding or other remedies.

To aid in compliance with the reporting requirements, awarded agencies should be prepared to track and report CHRP funding separately from other funding sources (including other COPS and federal grants) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHRP funding and ensure that its use is consistent with grant terms and conditions. Good practices in this area would include written accounting practices, an accounting system that tracks all drawdowns and grant expenditures, and the ability to track when each CHRP-funded position is filled or vacant (including if the position was for a new hire or a rehire).

## **Suspension or Termination of Funding**

The COPS Office may suspend, in whole or in part, or terminate funding, or impose other sanctions on a grantee for the following reasons:

- Failure to comply with the requirements or objectives of the Public Safety Partnership and Community Policing Act of 1994, the Recovery Act, program guidelines, or other provisions of federal law
- Failure to make satisfactory progress toward the goals or strategies set forth in this application
- Failure to adhere to grant terms and conditions including special conditions
- Proposing substantial plan changes to the extent that, if originally submitted, it would have resulted in the application not being selected for funding
- Failure to submit required or requested reports
- Filing a false statement or certification in this application or other report or document
- Other good cause shown

Prior to imposing sanctions, the COPS Office will provide reasonable notice to the grantee of its intent to impose sanctions and will attempt to resolve the problem informally. Appeal procedures will follow those in the U.S. Department of Justice regulations in 28 C.F.R. Part 18.

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

Please be advised that grantees may not use COPS funding for the same item or service also funded by an Office of Justice Programs (OJP) award.

## Required Application Documents

Application Documents & Sections	Completed?
1. Eligibility Worksheet	<input type="checkbox"/>
2. Standard Form 424	<input type="checkbox"/>
3. COPS Application Attachment to SF-424	<input type="checkbox"/>
Section 1: Executive Information	<input type="checkbox"/>
Section 2: General Agency Information	<input type="checkbox"/>
Section 3: CHRP Program Request	<input type="checkbox"/>
Section 4: Need for Federal Assistance	<input type="checkbox"/>
Section 5: Law Enforcement & Community Policing Strategy	<input type="checkbox"/>
Section 6: Continuation of Project After Federal Funding Ends	<input type="checkbox"/>
Section 7: Budget Detail Worksheets	<input type="checkbox"/>
Section 8: Assurances	<input type="checkbox"/>
Section 9: Certifications	<input type="checkbox"/>
Section 10: Disclosure of Lobbying Activities (if applicable)	<input type="checkbox"/>
Section 11: Certification of Review and Representation of Compliance with Requirements	<input type="checkbox"/>

## WHAT AN APPLICATION MUST INCLUDE

### General Information

- All of the required information must be submitted via the COPS website.
- Please do not include any confidential data with your application.

### Section 1: Executive Information

This information will be pre-populated with information from your agency's account registration. Please ensure that the information that is displayed in the application is correct. If the information is incorrect, please update to provide accurate information. Please note that this information will be used for any future correspondence regarding this grant application; and ultimately, if a grant is awarded, this information will be used for any grant award notifications.

### Section 2: General Agency Information

Please provide accurate agency information as this information may be used, along with other data collected, to determine funding eligibility.

When completing your agency's general law enforcement agency information, please note that "budgeted sworn force strength" refers to the number of sworn officer positions your agency has funded within its budget, including state, BIA and locally-funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers. "Actual sworn force strength" refers to the actual number of sworn officer positions employed by your agency as of the date of the application. Do not include funded but currently vacant positions or unpaid positions.

### Section 3: CHRP Program Request

CHRP grant funds cover 100 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months). There is no local match or cap on the amount of funding that can be requested, but CHRP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers. The COPS Office reserves the right to reduce any funding request based on funding availability and other factors as determined by the COPS Office. Funding under this program may be used to:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to the current budgeted (funded) level of sworn officer positions; and the officers must be hired on or after the official grant award start date as it appears on your agency's award document.
- Rehire officers who have already been laid off (at the time of the application) as a result of state, local, or tribal budget cuts. The officers must be rehired on or after the official grant award start date as it appears on your agency's award document. Documentation must be maintained showing the date(s) that the positions were laid off and rehired.
- Rehire officers who are (at the time of the application) *currently scheduled to be laid off on a future date* as a result of state, local, or tribal budget cuts. Grantees will be required to continue funding the positions with local funding until the date of the scheduled lay-offs. The date(s) of the scheduled lay-offs and the number of positions affected must be identified in the CHRP application. In addition, documentation must be maintained detailing the dates and reasons for the lay-offs. Furthermore, agencies awarded will be

required to maintain documentation that demonstrates that the scheduled lay-offs are occurring for local economic reasons unrelated to the availability of CHRP grant funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the lay-offs, budget documents ordering jurisdiction-wide budget cuts, and/or notices provided to the individual officers regarding the lay-offs.

CHRP funds are awarded based on your agency's current entry-level full-time sworn officer salaries and fringe benefits package over a three-year period. For any additional costs higher than entry-level, your agency must pay with local funds, not CHRP funds.

A grantee receiving CHRP funding to prevent a scheduled lay-off must continue to fund the officer with local funds until the date of the scheduled lay-off. Also, grantees that rehire officers who are scheduled to be laid off in the future do not need to complete the administrative steps for a formal lay-off before using COPS funds, as long as the grantee can document the date the lay-offs would occur if CHRP funds were not available. The grantee may transfer the officer to the CHRP funding on or after the date of the scheduled lay-off.

An applicant may not reduce its budget for sworn officers just to take advantage of the CHRP grant. Any budget cut must be unrelated to the receipt of CHRP grant funds to avoid a violation of the nonsupplanting requirement.

When completing the questions about the number of CHRP sworn officer positions your agency is requesting, please base your responses on your agency's current (at the time of application) needs for funding in the three hiring categories (new hires, rehires of previously laid off officers, and rehiring officers who are scheduled to be laid off on a specific future date). CHRP grant awards will be made for officer positions requested in each of these three categories and recipients of CHRP awards are required to use awarded funds for the specific categories awarded. If an applicant receives an award, and after receiving the award needs to change the hiring categories, it must request a post-award grant modification to change the categories of hiring and receive prior approval before spending CHRP funding. To request a modification, please call the COPS Office Response Center at 800.421.6770.

If, during the review of your agency's application, the COPS Office reduces the number of positions your agency requested in your application, the COPS Office may contact you to obtain a new number of officer positions requested in each category.

## **Section 4: Need for Federal Assistance**

All applicants are required to provide information on their agency's inability to implement this project without federal assistance.

When answering the next set of questions, we strongly recommend that you consult with your jurisdiction's budgeting office or official, as several items relate to the overall jurisdiction's budget, revenue, and general fund.

To the extent possible, all data should come from a publicly verifiable source, and supporting source documentation may be requested by the COPS Office. This information will be used to evaluate your jurisdiction's need for federal assistance to address its public safety needs.

### **Question 1**

Please provide the total annual operating budget for your law enforcement agency for the current fiscal year, as well as the two previous fiscal years.

**Question 2**

Please provide the total jurisdictional (city, county, state, tribal) annual operating budget for the current fiscal year, as well as the previous two fiscal years. For example, if you are a county sheriff's agency, you should report the total annual operating budget for your county government. If you are a local police department, you should provide the total annual operating budget for your city, town, or borough. Note that this data may be routinely reported through your agency's local government financial reporting system and/or to your state auditor.

**Question 3**

Please provide the total jurisdictional (city, county, state, tribal) locally generated revenue for the current fiscal year, as well as the previous two fiscal years. These are revenues resulting directly and only from local sources, such as locally generated property taxes, sales taxes, and other taxes and fees. Do not include in this total any revenue that is not generated locally, such as state and federal grants.

**Question 4**

Please provide your jurisdictional (city, county, state, tribal) total general fund balance for the current fiscal year, as well as the previous two fiscal years.

**Question 5**

Please indicate the percentage of employees in your jurisdiction (city, county, state, tribal) that have been reduced through lay-offs from January 1, 2008 until the submission of this application.

For example, if your agency laid off 10% of its civilian law enforcement personnel on July 1, 2008, and further anticipates another 10% lay-off to its civilian law enforcement personnel by August 17, 2009, you would only include the 10% that were laid off at the time of the application.

**Question 6**

Please indicate the percentage of employees in your jurisdiction (city, county, state, tribal) that have been reduced by furloughs. The COPS Office is only requesting information on furloughs that total more than 40 hours per person, per fiscal year.

For example, if your agency requires that every sworn employee take one hour per week off (furlough) for one year, each employee would be furloughed for 52 hours of time across the fiscal year. Therefore, since this is greater than the 40 hours per person, per fiscal year threshold for reporting furloughs, you would indicate a 100% furlough rate for sworn law enforcement officer personnel.

**Question 7**

Please indicate the percentage of employees in your jurisdiction that have been reduced due to official policies that limit your jurisdiction's ability to fill vacancies. Please do not report your vacancy rate, which may include normal vacancies due to hiring and training delays. Only report those vacancies resulting from official policies that limit your jurisdiction's ability to fill vacancies, such as hiring freezes.

For example, agency A has an authorized sworn strength of ten, but the actual current sworn strength is nine. The city mandated that the department is under a temporary hiring freeze and cannot backfill the one vacant position allowed under its authorized sworn strength. The percentage of sworn law enforcement personnel not hired due to official policies such as a hiring freeze would be reported as 10%.

Agency B has an authorized sworn strength of ten, but the actual current sworn strength is eight. The city mandated that the department could not fill one of the vacancies due to a hiring freeze, but is allowing the department to fill the other vacancy (though this position has not been hired due to recruitment challenges). The percentage of sworn law enforcement personnel not hired due to official policies would be reported as 10%, even though the total vacancy rate is 20%.

### Question 8

To determine your jurisdiction's percentage of families in poverty as established by the American Community Survey (ACS), you must visit the U.S. Census Bureau's American FactFinder website at <http://factfinder.census.gov/>. At the top of the main page, enter your city/town/county, select your state and click "Go." When the Fact Sheet for your jurisdiction appears, ensure that it says 2005-2007 American Community Survey at the top, then look under the heading "Economic Characteristics" for the line "Families below poverty level." Look across to the second column for the percent of families in poverty figure and report this number in your CHRP application.

IF YOUR JURISDICTION HAS LESS THAN 20,000 IN POPULATION, it may not be possible to get the 2005-2007 ACS families in poverty estimate for your community. In this case, please provide the next best level of reportable data – for example, the Borough of Coopersburg in Pennsylvania (pop. 2,582) could follow the instructions above, searching on the surrounding Lehigh County.

### Question 9

To determine your jurisdiction's unemployment rate as established by the Bureau of Labor Statistics, you must visit the Bureau's Local Area Unemployment Statistics (LAUS) program website at <http://www.bls.gov/lau/home.htm#data>. Please note, for the CHRP application you must provide the January 2009 unemployment rate, which is scheduled for release in LAUS on or about March 19, 2009.

The LAUS data page includes comprehensive instructions on multiple methods of searching. One option is to click the button marked "One Screen Data Search." When the search window appears, select your state (for example, "Oregon") and then your area type (for example, "cities and towns above 25,000 population") and then your specific city (for example, "Salem"). Then click on the button, "Get Data." The results screen will show the monthly unemployment rate for every month going back to January of 1998. Please scroll to the bottom of the table to find the unemployment rate (in the last column) for January 2009 and enter this number in the first box. Look up 12 rows to find the unemployment rate for January 2008 and enter that number in the second box.

IF YOUR JURISDICTION HAS LESS THAN 25,000 IN POPULATION, it may not be possible to calculate the monthly unemployment rate for your jurisdiction. [A notable exception would be that LAUS includes all cities and towns in the New England region regardless of size.] If your jurisdiction does not appear in the LAUS data, please provide the next best reportable level of data. This could be the surrounding county or multi-entity small labor market area, as appropriate.

### Question 10

To calculate your foreclosure rate, you will need to collect both your jurisdiction's total number of residential properties and the total number of properties that entered the foreclosure process in calendar year 2008. The foreclosure filing count may include a Notice of Default, an auction foreclosure filing, and/or a Bank-Owned foreclosure (REO). Because not every community can accurately track foreclosure filings, it may not be possible to calculate this rate for your jurisdiction. In that case, please check the box that the necessary information is not available.

**Question 11**

If applicable, please select the event(s) that your jurisdiction experienced on or after January 1, 2008.

**Question 12**

It is possible that your jurisdiction has experienced an event that has resulted in a significant and unplanned outlay of capital or unanticipated loss of revenue. This event must have occurred on or after January 1, 2008. If this is the case, please check "yes," indicate the cost of this event as a percentage of your jurisdiction's total operating budget, and briefly describe the event (approximately 50 words).

For example, your jurisdiction may have experienced an unexpected failure of a water main that will cost \$1.3 million to repair. If the total jurisdictional operating budget is \$10 million, then the cost of this unplanned outlay would be expressed as 13%, and the text box description might read, "The sudden and unexpected failure of a city water main resulted in a sinkhole in the middle of a primary commuter artery requiring repair of the main as well as the surrounding land and road surface."

**Question 13**

Using Uniform Crime Reporting (UCR) crime definitions, enter the actual number of incidents reported by your agency in calendar year 2008. If your agency is a NIBRS reporting agency, please ensure that your data is reported in UCR Summary Data style. If your agency does not officially report to UCR or to NIBRS, please enter the actual number of incidents reported by your agency in calendar year 2008 as reported in your agency's official end-of-year statistical report. Please ensure that these statistics are recorded according to the UCR Hierarchy rule (see page 10 of the UCR Handbook, which is available at [www.fbi.gov/ucr/handbook/ucrhandbook04.pdf](http://www.fbi.gov/ucr/handbook/ucrhandbook04.pdf)).

**Section 5: Law Enforcement & Community Policing Strategy**

COPS grants must be used to initiate or enhance community policing activities. This section includes questions related to your community partnerships, problem solving, and organizational transformation activities. For each question, please select the answer that best describes your agency's plan for the CHRP funding.

For the community policing plan narrative, please describe your agency's implementation plan for this program (if awarded), with specific reference to each of the following elements of community policing: (a) community partnerships and support, including consultation with community groups, private, and/or other public agencies; (b) related governmental and community initiatives that complement your agency's proposed use of CHRP funding; and (c) organizational transformation – how your agency will use these funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. This narrative should be limited to 2,000 words.

For additional information on community policing, please refer to the COPS website at <http://www.cops.usdoj.gov/Default.asp?Item=36>.

**Section 6: Continuation of Project After Federal Funding Ends**

All applicants are required to affirm that their agency plans to retain all officer positions awarded following the expiration of the CHRP grant and identify their planned source(s) of retention funding. Agencies applying for CHRP funding are committing to retain each officer position awarded for at least 12 months following the conclusion of 36 months of federal funding for that position. Agencies that do not plan to retain all officer positions under this grant program at the time of application are ineligible to apply for CHRP funding.

The retention requirement cannot be satisfied through attrition. The retained CHRP-funded officer positions should be added to your agency's law enforcement budget with state and/or local funds for at least 12 months, over and above the number of locally-funded officer positions that would have existed in the absence of the grant.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHRP grant may be ineligible to receive future COPS grants for a period of one to three years.

## Section 7: Sample Budget Detail Worksheet

Complete the Budget Detail Worksheet based upon your agency's *current first-year full-time entry-level salaries and fringe benefits* for your locally-funded officers. Increases for Year 2 and Year 3 will need to be projected to complete the total three-year full-time entry-level salary and fringe benefits per officer request.

Please note that even if your agency is applying only for funds to rehire experienced officers who have been or are scheduled to be laid off, you must complete your budget request based on your current full-time entry-level salaries and fringe benefits. Any additional higher than entry-level costs for rehired officers must be paid with local funds.

The sample Budget Detail Worksheet that is included has been completed to assist you in submitting your budget information.

### Budget Worksheet Part 1: Full-Time Sworn Officer Information

#### Section A:

The agency entered \$36,000.00 as the annual first-year entry-level base salary (referred to as annual base salary or "ABS") of a full-time sworn officer position in its department. The ABS cannot be higher than what the agency currently pays for this position locally. Your agency should only provide the ABS for one position in this section; the agency will have the opportunity in Section C to indicate the total number of positions being requested.

#### Section B:

Social Security cannot exceed 6.2% of the ABS. In the sample, the agency entered zero and checked the "Exempt" box and is required to provide an explanation in Part 2 of the budget worksheet. Agencies that pay a fixed rate that is less than 6.2% should check the "Fixed Rate" box and provide an explanation in Part 2.

Medicare cannot exceed 1.45% of the ABS. In the sample, the agency entered the maximum allowable amount of \$522.00 ( $\$36,000.00 \times 1.45\% = \$522.00$ ).

For health insurance, life insurance, vacation, sick leave, retirement, worker's compensation, and unemployment insurance, agencies should indicate the dollar amount and percentage of the ABS that it pays for fringe benefits in the first year for a full-time entry-level sworn officer position. For worker's compensation and unemployment insurance, agencies may indicate that they are exempt by checking the appropriate box.

There are several other fringe categories that are allowable under this grant program, and they are listed in the drop down menu. Your agency can pick as many of categories that are applicable to your agency and fill in the dollar amount and percentage of the ABS for each one. The COPS Office will not pay for any fringe benefits not listed, and if your agency pays those benefits for locally-funded officer positions, your agency will be required to do so for CHRP-funded officer positions with local funds.

In the sample, the agency entered \$16,362.00 for the total first-year entry-level fringe benefits for a full-time sworn officer position in its department.

### **Section C:**

The Budget Worksheet will automatically calculate the total Year 1 salary and fringe benefits for one entry-level full-time sworn officer position for your agency in Section C, which for the sample equals \$52,362.00.

For Year 2 and Year 3, agencies are required to provide projections for the salary and fringe benefits for an entry-level full-time officer position. Agencies are also required to maintain records documenting how it calculated its projections. There are many ways that an agency may calculate and document the salary and fringe benefits projections. For example, the figures can be based on a contractual agreement that guarantees cost of living or other increases; budget projections that the agency is using to calculate other salaries and fringe benefits for future years; or the average percentage increase in salaries and benefits that the agency experienced over the last five years. The important thing is that your agency estimates the costs to the best of its ability and keeps the supporting documentation in your agency's grant file in case of future audit or monitoring of your CHRP grant.

For Year 2, the agency estimated the salary at \$37,080 and fringe benefits at \$16,853. For Year 3, the agency estimated the salary at \$38,192 and fringe benefits at \$17,359.

Based on the figures for Year 1, 2 and 3, the Budget Worksheet will automatically calculate the total three-year salary and fringe benefits. In addition, the Budget Worksheet will automatically calculate total project costs based on the number of officer positions your agency requested in the application.

Please note that the COPS Office uses the information provided in the Budget Worksheet to determine the amount of your CHRP grant, if awarded, so your agency must ensure that the figures are accurate.

### **Budget Worksheet Part 2: Full-Time Sworn Officer Information**

#### **Question 1:**

All agencies that had an estimated increase in salaries and/or fringe benefits over the life of the grant are required to provide a reason(s) why. Agencies should check all the boxes that apply and/or provide a brief written response if "other" is selected. In the sample, the agency checked that the increases were due to cost of living adjustments and step raises.

#### **Question 2:**

Agencies must provide a written explanation if they indicated that they were either exempt or had a fixed rate for Social Security or Medicare. In the sample, the agency provided a reason for the exemption to pay Social Security.

#### **Budget Summary**

The Budget Summary will automatically calculate total project costs based on the figures provided in the Budget Worksheet and the number of officer positions requested in the application.

**Instructions:** Please complete the questions below based on your agency's current first-year full-time entry-level salaries and fringe benefits for your locally-funded officers. [You will be asked to project Year 2 and Year 3 increases below.]

**Part 1: Full-Time Sworn Officer Information**

**A. Current First Year Entry-Level Base Salary for One Position \$ 36,000 .00 x 1 Years = \$ 36,000 .00**

**Please calculate the fringe benefit costs below based on the first year entry-level benefits for one sworn officer position.**

**B. FRINGE BENEFITS:**                      **COST:**                      **% OF BASE:**                      **ADDITIONAL INFORMATION:**

**Social Security**                      \$  0  .00                      \_\_\_\_\_ %                      Exempt:                       Fixed Rate:

*Cannot exceed 6.2% of Annual Base Salary. If less than 6.2%, exempt, or fixed rate, provide an explanation in "Part 2: Full-Time Sworn Officer Information."*

**Medicare**                      \$  522  .00                       1.45  %                      Exempt:                       Fixed Rate:

*Cannot exceed 1.45% of Annual Base Salary. If less than 1.45%, exempt, or fixed rate, provide an explanation in "Part 2: Full-Time Sworn Officer Information."*

**Health Insurance**                      \$  6,840  .00                       19  %                      Family Plan:                       Fixed Rate:

**Life Insurance**                      \$ \_\_\_\_\_ .00                      \_\_\_\_\_ %

**Vacation**                      \$ \_\_\_\_\_ .00                      \_\_\_\_\_ %                      Number of Hours Annually: \_\_\_\_\_

**Sick Leave**                      \$ \_\_\_\_\_ .00                      \_\_\_\_\_ %                      Number of Hours Annually: \_\_\_\_\_

**Retirement**                      \$  6,480  .00                       18  %

**Worker's Compensation**                      \$  1,800  .00                       5  %                      Exempt:   
*If exempt check box*

**Unemployment Insurance**                      \$  720  .00                       2  %                      Exempt:                       Fixed Rate:   
*If exempt check box*

**Other** \_\_\_\_\_                      \$ \_\_\_\_\_ .00                      \_\_\_\_\_ %                      Describe: \_\_\_\_\_

**Other** \_\_\_\_\_                      \$ \_\_\_\_\_ .00                      \_\_\_\_\_ %                      Describe: \_\_\_\_\_

**Other** \_\_\_\_\_                      \$ \_\_\_\_\_ .00                      \_\_\_\_\_ %                      Describe: \_\_\_\_\_

**Benefits Subtotal**                      \$  16,362  .00  
*(1 Position):*

**C. Total Salary \$ 36,000 + Total Benefits \$ 16,362 = \$ 52,362**

**Part A (One Position)**                      **Part B (One Position)**

Based on the current first year entry-level salary and fringe benefits package, please project Year 2 and Year 3 increases and use these figures to calculate the full three-year salary and fringe benefits amounts per sworn officer position that you are requesting through the CHRP grant.

Your agency must maintain records documenting how it calculated its Year 2 and Year 3 projections (and, accordingly, its total three-year salary and fringe benefits amounts per officer position) in its CHRP grant records throughout the grant period and for three years following the official closeout of the COPS grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

**Year 2**

Total Year 2 entry-level salary for one sworn officer position: \$37,080

Total Year 2 entry-level fringe benefits for one sworn officer position: \$16,853

**Year 3**

Total Year 3 entry-level salary for one sworn officer position: \$38,192

Total Year 3 entry-level fringe benefits for one sworn officer position: \$17,359

**Total three-year salary for one officer position: \$111,272 x number of sworn positions requested 3 = \$333,816 Total Three-Year Salary Project Cost**  
*(calculated by the system)*

**Total three-year fringe benefits for one officer position: \$50,574 x number of sworn positions requested 3 = \$151,722 Total Three-Year Fringe Benefits Project Cost**  
*(calculated by the system)*

**Total three-year salary and fringe benefits for one officer position: \$161,846 x number of sworn positions requested 3 = \$485,538 Total Project Cost**  
*(calculated by the system)*

## Part 2: Full-Time Sworn Officer Information

After completing Part 1 of this budget worksheet, answer the following questions. Be sure to answer EVERY question. Missing or erroneous information could delay the review of your agency's request.

1. If your agency's second and/or third-year costs for salaries and/or fringe benefits increase after the first year, check the reason(s) why in the space below:

Cost of living adjustment (COLA)  Step raises  Change in benefit costs

Other - please explain briefly: \_\_\_\_\_

2. If an explanation is required for any of the following categories, please provide in the space below:

1) Social Security: Our agency is exempt from Social Security for full-time officers

2) Medicare: \_\_\_\_\_

## BUDGET SUMMARY

	Budget Category	Category Total	Line #
A.	Sworn Officer Positions	\$ 485,538.00	1
<b>Total Project Amount:</b>		\$ 485,538.00	
<b>Total Federal Share Amount:</b>		\$ 485,538.00	
<p><b>Contact Information for Budget Questions</b></p> <p>Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.</p> <p>Authorized Official's Typed Name: <u>John Doe</u></p> <p>Title: <u>Chief</u></p> <p>Phone: <u>(xxx) xxx-xxxx</u></p> <p>Fax: <u>(xxx) xxx-xxxx</u></p> <p>E-mail Address: <u>John.Doe@xxxx.org</u></p>			

## **Sections 8, 9, 10 and 11: Legal Requirements**

Applicants should thoroughly review the Assurances, Certifications, Disclosure of Lobbying Activities and Certification of Review and Representation of Compliance With Requirements.

The filing of Disclosure of Lobbying Activities (SF-LLL) is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Refer to the implementing guidance published by the Office of Management and Budget for additional information. If this form applies to your agency, you must submit the Disclosure of Lobbying Activities (SF-LLL) as an attachment to your CHRP application. Complete all items that apply for both the initial filing and material change report.

All applicants are required to read and sign the Assurances, Certifications and Certification of Review and Representation of Compliance With Requirements. Original, signed hard copies of these three documents must be kept in the agency's files and furnished upon request.

## APPENDIXES

### Appendix A: Glossary of COPS Program Terms

The following information is provided to assist you with the completion of your COPS grant program application forms. The list includes some of the most common terms that are used in the application forms. For additional assistance or clarification regarding any part of the application, please contact your Grant Program Specialist at 800.421.6770.

**Allowable Costs:** Allowable costs are costs that will be paid for by this grant program. The only allowable costs under CHRP are the approved full-time entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers hired or rehired on or after the grant award start date.

**Authorized Officials:** The authorized officials are the individuals in your organization who have final authority and responsibility for all programmatic and financial decisions regarding your application and, if awarded, your grant award. For law enforcement agencies, the listed Law Enforcement Executive (usually Chief of Police, Sheriff, etc.) and the Government Executive (usually Mayor, Board President, etc.) are your agency's authorized officials.

**Award Start Date:** This is the date on or after which your agency is authorized to hire and/or rehire positions that were approved by the COPS Office. If awarded, the award start date is found on your grant Award Document.

**Career Law Enforcement Officer:** The COPS statute defines a "career law enforcement officer" as a person hired on a permanent basis who is authorized by law, or by a state or local public agency, to engage in or oversee the prevention, detection or investigation of violations of criminal laws.

**Catalog of Federal Domestic Assistance (CFDA):** The CFDA is an annual government-wide publication that contains a description and index of all forms of federal assistance. Each program is assigned a "CFDA number," which is used by auditors to track grant revenues under the Single Audit Act. It is also used in participating states by State Single Points of Contact in conducting the required intergovernmental reviews under Executive Order 12372. The CFDA number for all COPS programs is 16.710.

**Central Contractor Registry (CCR):** The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.ccr.gov](http://www.ccr.gov).

**Closeout:** The process in which the awarding agency, the COPS Office, determines that all applicable administrative actions and all required work and conditions of the award have been completed and met by the recipient and awarding agency.

**Cognizant Federal Agency:** The federal agency that generally provides the most federal financial assistance to the recipient of funds. Cognizance is assigned by the Office of Management and Budget (OMB).

**Community Policing:** Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.

**Consortium:** A consortium is a group of two or more governmental entities that agree to form a partnership to provide law enforcement services to their constituent communities.

**COPS Office:** The Office of Community Oriented Policing Services (COPS) is the office within the U.S. Department of Justice that, if awarded, is your "grantor" or "awarding" agency for your COPS grant or cooperative agreement. The COPS Office is responsible for administering your grant for the entire grant period. You can reach the COPS Office Response Center at 800.421.6770.

**Criminal Intelligence Officer:** A criminal intelligence officer, whether working directly with a law enforcement agency or assigned to the appropriate state or regional fusion center, works in the field of criminal intelligence and may conduct data collection, research and analysis to produce finished intelligence reports or other products designed to assist in the prevention, detection, or investigation of violations of criminal laws.

**DUNS Number:** DUNS stands for "data universal numbering system." DUNS numbers are issued by Dun and Bradstreet (D&B) and consist of nine digits. If your institution does not have one, call 866.705.5711 to receive one free of charge. You can also request your DUNS number online at [www.dnb.com/us](http://www.dnb.com/us).

**Federally Recognized Tribe:** Tribal entities that are recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes. They are acknowledged to have the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, power, limitation, and obligations of such tribes. Only Federally Recognized Tribes are eligible to apply for COPS grant funds. For further information, contact: Bureau of Indian Affairs, Division of Tribal Government Services, MS-4631-MIB, 1849 C Street, N.W., Washington, D.C. 20240, 202.208.2475.

**GNIS ID:** The Geographic Names Information System (GNIS) database is maintained by the U.S. Geological Survey, U.S. Department of the Interior. The database assigns a unique, permanent feature identifier, the Feature ID, that is the only standard federal key for integrating or reconciling feature data from multiple datasets.

**Grant Number:** If awarded, the grant number identifies your agency's specific grant, and can be found on your grant Award Document. This number should be used as a reference when corresponding with the COPS Office. The COPS Office tracks grant information based upon this number.

**Hire:** Under the CHRP grant, applicants may request funding to hire new, full-time officer positions, including filling existing officer vacancies that are no longer funded in the law enforcement budget. CHRP program funding is based on an agency's entry-level full-time salaries and fringe benefits. Any additional (higher than entry-level) salaries and fringe benefits must be paid by the recipient agency with local funds.

**Matching Funds:** What a locality must contribute as a cash match toward total allowable project costs over the life of the program. There is no matching fund requirement for the CHRP program (although higher than entry-level costs for rehired officers must be paid with local funds).

**Obligation of Funds:** If this application is awarded, the COPS Office "obligates" federal funds when the grant Award Document is signed by the Director or his/her designated official. For the grantee, grant funds are "obligated" when monies are spent directly on purchasing items approved under the grant or cooperative agreement. The term encumbrance is often times used at the local and state levels to describe this type of transaction. Liquidated obligations are considered cash outlays or monies actually spent. Unliquidated obligations are obligations incurred and recorded but not yet paid (accrual basis of accounting) or not yet recorded and not yet paid (cash basis of accounting).

**OJP Vendor Number/EIN Number:** This is your agency's nine-digit federal tax identification number assigned to you by the IRS. Your accounting/bookkeeping department should have this number. If your EIN previously has been assigned to another agency within your jurisdiction, the Office of the Comptroller will assign a new OJP vendor number to you. The new assigned number is to be used for administrative purposes only, in connection with this grant program, and should not be used for IRS purposes.

**ORI (Originating Agency Identifier) Number:** This number is assigned by the FBI and is your agency's originating agency identifier. The first two letters are your state abbreviation, the next three numbers are your county's code, and the final two numbers identify your jurisdiction within your county. When you contact the COPS Office with a question, you can use the ORI number, and we will be able to assist you. If you are a previous COPS grant recipient, you may have been assigned an ORI number through the COPS Office if the FBI had not previously assigned your agency this identifier number.

**Primary Law Enforcement Authority:** An agency with primary law enforcement authority is the agency that is the first responder to calls for service, and has ultimate and final responsibility for the prevention, detection, and/or investigation of violations of criminal laws within its jurisdiction.

**The Public Safety Partnership and Community Policing Act of 1994:** The COPS Office is charged with fulfilling the mandates of this law. The purposes of the law are to:

- Increase the number of community policing officers on the beat
- Provide additional and more effective training to law enforcement officers to enhance their problem-solving, service, and other skills needed in interacting with members of the community
- Encourage the development and implementation of innovative programs to permit members of the community to assist law enforcement agencies in the prevention of crime
- Encourage the development of new technologies to assist law enforcement agencies in reorienting the emphasis of their activities from reacting to crime to preventing crime.

**Rehire:** Under the CHRP grant applicants may request funding to rehire full-time officers who have already been laid off (at the time of application) and/or are currently scheduled to be laid off on a specific future date (at the time of the application) as a result of state, local or tribal budget reductions. A grantee may use CHRP funding to rehire an experienced full-time officer, but any additional costs higher than entry-level that your agency pays the rehired officer must be paid with local agency funds, not CHRP funds.

**Retention:** CHRP grantees are required to retain all full-time officer positions awarded for at least 12 months from the time that the 36 months of grant funding for each CHRP position expires. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds, over and above the number of locally-funded officer positions that would have existed in the absence of the grant. Absorbing CHRP-funded officers through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

**Supplanting:** COPS grant funds may not be used to supplant (replace) state, local, or Bureau of Indian Affairs funds that would be made available in the absence of federal COPS grant funding. Program funds must be used to increase the amount of state, local, or Bureau of Indian Affairs funds otherwise budgeted for the grant purposes, plus any additional state, local, or Bureau of Indian Affairs funds budgeted for these purposes.

## PAPERWORK REDUCTION ACT NOTICE

The public reporting burden for this collection of information is estimated to be up to one hour per response, depending upon the COPS program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 1100 Vermont Avenue, N.W., Washington, D.C. 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. **The OMB control number for this application is 1103-0096 and the expiration date is 09/30/2009.**



FOR MORE INFORMATION:

U.S. Department of Justice  
Office of Community Oriented Policing Services  
1100 Vermont Avenue, NW  
Washington, DC 20530

To obtain details on COPS programs, call the  
COPS Office Response Center at 800.421.6770

Visit COPS Online at the address listed below.

e03094188

Created Date: March 2009

[www.cops.usdoj.gov](http://www.cops.usdoj.gov)

### GRANT SUMMARY SHEET

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

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

Grant Title:	2009 Byrne Justice Assistance Grant		
Grant Period:	From:	3/1/2009	To: 9/30/2012
Grantor:	US Department of Justice		

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 checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:	495,000					495,000
Indirect Costs:						0
<b>Total:</b>	<b>495,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>495,000</b>
FTEs:	0					0.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Replacement of Jackets	Yes					Yes
Increase in Citations	Yes					Yes
Reduction in officer injuries	Yes					Yes
Measures For Grant						
Replacement of Jackets	Yes					
Outcome Impact Description	Will fund replacement of Jackets with PPE Certified Jackets					
Increase E-Citation Units						
Outcome Impact Description	Will fund increase in e-citation units in the field					
Increase MDC's						
Outcome Impact Description	Will equip SWAT Unit with MDC units.					

**PBO Recommendation:**

PBO recommends proceeding with the necessary Interlocal Agreement with the City of Austin and acceptance of this Grant.

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

This funding will provide for equipment funding related to several ongoing projects within the Travis County Sheriff's Office. See attachment for details.

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

Department will order and maintain this equipment.

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

None

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

No - City of Austin would be the fiscal agent for the grant.

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

None required

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

This request is to continue and complete funding of program equipment funded with previous JAG grants. Funding reductions over the past few years have precluded the completion of said projects.

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

This grant will predominantly focus on officer safety related equipment. Ranging from information in the field to safety equipment, the grant request is designed to ensure that officers receive the necessary tools for their daily jobs.



JIM SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**March 25, 2009**

**MEMORANDUM**

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

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

**SUBJECT:** **2009 Justice Assistance Grant (JAG) Interlocal**

Attached you will find the memorandum of understanding for the **Federal Bureau of Justice Assistance Justice Assistance Grant for 2009**. This grant is the replacement for the Local Law Enforcement Block Grant (LLEBG) that has supplied funding for various law enforcement projects within the Sheriff's Office for several years.

Travis County, the City of Austin and the City of Pflugerville are set to receive \$1,937,577.00 combined from this fund for FY 2009. Travis County was originally slated to be allocated \$140,885.00, however as a disparate county we are entitled to negotiate the allocation between the effected jurisdictional partners. Thus, as in the past, the Austin Police Department and Travis County Sheriff's Office have been in discussions concerning this year's allocations. The Pflugerville Police Department this year was included as a direct recipient and thus was also included in these discussions. Based on those discussions, the agreed upon allocations are as follows;

<b>City of Austin</b>	<b>\$1,422,729.00</b>
<b>City of Pflugerville</b>	<b>\$19,848.00</b>
<b>Travis County</b>	<b>\$495,000.00</b>

Thus, the internet based application process will be for a total **Travis County award of \$495,000.00**  
There is no required county match to these funds.

This grant will be used to continue and complete technology enhancements for the Travis County Sheriff's Office as well as provide for increased personal safety related devices for our deputies. The details on our request are as follows;

**E-Citation Phase II - \$100,000 (Continuation from FY 06 JAG Grant)**

This is the continuation of our MDC project that was started under the FY07 JAG grant. Phase II would expand out capacity to our highest producing patrol units. The previous project phase was limited to traffic and motors units. This would supply approximately 20 units for patrol. In our review of Phase I of the project we found that the handheld units have reduced the citation entry time of our officers by an average of 25%. We are hopeful that the second phase of this project would produce comparable results.

**PPE Jacket Upgrade Continuation - \$80,000 (Continuation from FY 08 JAG Grant)**

This is the continuation and completion of our PPE upgrade for law enforcement officers by upgrading their outerwear jackets to level C PPE. Previous FY 08 JAG funding supplied \$77,000 in funding which was insufficient to complete the project. These new jackets serve to protect our deputies from chemical and biological agents commonly found not only in terrorism type situations but in daily contact in our community.

**MDC Continuation Project – SWAT - \$150,000 (Continuation from FY 05 LLEBG Grant)**

This would be a continuation of the MDC project which has been grant funded for many years. The SWAT team still has not been supplied with MDC's and conduct field operations and call response as well. This would supply 15 units. These mobile data computers will allow for our units to have full access to our CAD system and run searches on the records management system as well. Furthermore, the MDC's will have full AVL capacity which will allow the tracking of the units as an officer safety issue.

**Taser Continuation Project – Patrol - \$100,000 (Continuation from FY 03 LLEBG Grant)**

This would continue our implementation of the use of non-lethal Taser technology for line patrol usage. This would supply approximately 100 units to be issued within the law enforcement bureau. Since inception of our program we have seen a marked reduction in the number of officer related injuries where officers had the Taser as an option in their use of force allowable options.

**Radios and Equipment for 2 man units - \$65,000**

This would supply handheld radios wmd gear for an additional 12 patrol deputies. Our goal on this program is to supply the basic one-time costs for an increase in staffing for our patrol division within the Sheriff's Office. These additional staff would be placed in two-man units in our highest call load and crime areas of the county. This will reduce the need to pull other units out of their regular districts as backup for calls.

It should be noted that all of the requests from the Travis County Sheriff's Office are one-time expenditures with little ongoing costs. Our goal was to try and complete several outstanding projects that were not completed due to the reduction in grant funding that occurred over the last three years. We are certainly aware that this jump in funding from last year's allocation of \$70,002.00 is an anomaly related to the "stimulus package" at the federal level and thus is not anticipated to continue at these levels. Thus, we steered very clear of personnel, or other matters that would require an ongoing cost to Travis County other than minimal care and upkeep of these already proven systems.

You will find the attached Interlocal Agreement between the City of Austin, City of Pflugerville and Travis County for your signature as required for the sharing of these funds. This item has been set for City Council action on April 23<sup>rd</sup>. The award date is not anticipated until approximately July 2009.

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

Cc: PBO, Co Atty, Co Auditor

GMS APPLICATION NUMBER \_\_\_\_\_

**THE STATE OF TEXAS**

**COUNTY OF TRAVIS**

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

**2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

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

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

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

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

WHEREAS, CITY OF AUSTIN, acting as fiscal agent for the grant, agrees to provide the COUNTY \$495,000 from the 2009 Justice Assistance Grant (JAG) award; and

WHEREAS, CITY OF AUSTIN, acting as fiscal agent for the grant, agrees to provide the CITY OF PFLUGERVILLE \$19,848 from the 2009 Justice Assistance Grant (JAG) award;

NOW THEREFORE, the COUNTY, CITY OF AUSTIN AND CITY OF PFLUGERVILLE agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$495,000.00 of 2009 JAG funds. City agrees to pay the CITY OF PFLUGERVILLE a total of 2009 \$19,848.00 of JAG funds.

GMS APPLICATION NUMBER \_\_\_\_\_

Section 2.

COUNTY agrees to use \$495,000.00 for the JAG Program, and the City of Pflugerville agrees to use \$19,848 for the JAG Program, during the grant period that ends on September 30, 2012.

Section 3.

As joint applicants for JAG funding, the COUNTY and the CITY OF PFLUGERVILLE agree to provide the financial and programmatic information required by the Bureau of Justice Assistance for the CITY OF AUSTIN to meet federal reporting requirements. Upon receipt of an invoice, the CITY OF AUSTIN will reimburse the COUNTY for JAG project expenses in an amount not to exceed \$495,000.00; and the CITY OF AUSTIN will reimburse the CITY OF PFLUGERVILLE for JAG project expenses in an amount not to exceed \$19,848.00.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

CITY OF AUSTIN

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

\_\_\_\_\_  
Date

COUNTY OF TRAVIS

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

\_\_\_\_\_  
Date

CITY OF PFLUGERVILLE

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

\_\_\_\_\_  
Date

## Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation Amounts for CAPCOG Region 12

State	Jurisdiction Name	Government Type	Eligible Individual Allocation	Eligible Joint Allocation
TX	HAYS COUNTY	County	\$41,322	
TX	SAN MARCOS CITY	Municipal	\$80,041	\$121,363
TX	LEE COUNTY	County	*	
TX	GIDDINGS CITY	Municipal	\$16,757	\$16,757
TX	TRAVIS COUNTY	County	\$140,885	
TX	AUSTIN CITY	Municipal	\$1,776,844	
TX	PFLUGERVILLE CITY	Municipal	\$19,848	\$1,937,577
TX	BASTROP CITY	Municipal	\$12,852	
TX	BASTROP COUNTY	County	\$54,825	
TX	BURNET COUNTY	County	\$23,915	
TX	CALDWELL COUNTY	County	\$25,216	
TX	CEDAR PARK CITY	Municipal	\$35,953	
TX	ELGIN CITY	Municipal	\$14,804	
TX	GEORGETOWN CITY	Municipal	\$25,704	
TX	LEANDER CITY	Municipal	\$14,154	
TX	LOCKHART CITY	Municipal	\$35,465	
TX	MARBLE FALLS CITY	Municipal	\$10,900	
TX	ROUND ROCK CITY	Municipal	\$54,825	
TX	SMITHVILLE CITY	Municipal	\$10,412	
TX	TAYLOR CITY	Municipal	\$10,575	
TX	WILLIAMSON COUNTY	County	\$85,410	

\* Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column are ineligible for a direct FY 09 Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) award from BJA. For JAG purposes, these counties remain a partner with the jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <http://www.ojp.usdoj.gov/BJA/recoveryJAG/09JAGMOU.pdf>.

\*\* Shaded allocation amounts for disparate jurisdictions appearing in the "Eligible Individual Allocation" column are suggested amounts based on what each jurisdiction would have been eligible to receive if there was no identified disparity. Disparate jurisdictions are responsible for determining individual allocations and documenting individual allocations in the MOU. Additional JAG Frequently Asked Questions can be found on the BJA JAG web page at: <http://www.ojp.usdoj.gov/BJA/recoveryJAG/09JAGFAQ.pdf>.

\*\*\*Note: the attached, JAG allocation for Eligible Local Jurisdictions for the State of Texas, the groups in the gray must work together to submit a consolidated application.

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



# RECOVERY ACT



The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As one of its many elements, the Recovery Act provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partners to ensure this funding invests in the American workforce.

Specifically, under this solicitation, BJA will be making awards to assist local and tribal efforts to prevent or reduce crime and violence.

## Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation

### Eligibility

Applicants are limited to units of local government listed in the Recovery Act JAG allocation list for JAG funds.  
(See "Eligibility," page 2)

### Deadline

Registration with OJP's Grants Management System is required prior to application submission.  
Applicants must obtain a DUNS number from Dun and Bradstreet prior to application submission. Applicants, including those applying through GMS, must register with the Central Contractor Registration (CCR) database.  
(See "Deadline: Registration," page 1)

All applications are due by 8:00 p.m. Eastern Time, on May 18, 2009.  
(See "Deadline: Applications," page 2)

### **Important Note to Prospective Applicants**

This solicitation is issued pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), which was signed into law by President Obama on February 17, 2009. As of the date this solicitation is issued, government-wide guidance is still forthcoming on various aspects of the Act.

Applicants are strongly advised to check the appropriate web site and [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm) periodically (including before submitting an application) for updates to this solicitation and its associated requirements. Additional information may become available that could affect project proposal narratives, timelines, budget requests, certifications, and other matters related to applications.

Award recipients will be required to follow any applicable provisions of government-wide guidance that may be issued pursuant to the Recovery Act.

### **Contact Information**

For assistance with the requirements of this solicitation, contact: BJA toll-free at 1-866-268-0079 or e-mail [JAGRecovery@usdoj.gov](mailto:JAGRecovery@usdoj.gov). This e-mail account will be checked hourly. A response will be provided within one business day. You may also contact your BJA State Policy Advisor at [www.ojp.usdoj.gov/BJA/resource/stcont.htm](http://www.ojp.usdoj.gov/BJA/resource/stcont.htm), or Eileen M. Garry, Deputy Director for Programs, at 202-307-6226 or [eileen.garry@usdoj.gov](mailto:eileen.garry@usdoj.gov).

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance with submitting the application, call the GMS Support Hotline at 1-888-549-9901, option 3. The GMS Support Hotline hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t. For step-by-step GMS guidance, please utilize OJP's online Grants Management System training tool: [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/).

**Release date: March 6, 2009**

## CONTENTS

Overview of the Edward Byrne Memorial Justice Assistance Grant Program	1
Deadline: Registration	1
Deadline: Applications	2
Eligibility	2
Additional Requirements Related to the Recovery Act	
American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations	
JAG Program-Specific Information	3
Accountability and Transparency under the Recovery Act	6
Performance Measures	9
How to Apply	10
What an Application Must Include:	10
Standard Form 424	
Program Narrative	
Budget and Budget Narrative	
Review Narrative	
Abstract	
Certifications	
Review Process	11
Additional Requirements	11
Appendix. Templates for Required Certifications	13

**Recovery Act: Edward Byrne Memorial Justice Assistance Grant  
(JAG) Formula Program: Local Solicitation  
CDFA #16.804**

**Overview of the Edward Byrne Memorial Justice Assistance Grant Program**

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a).

The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website – Recovery.gov – to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

**Deadline: Registration**

**Registering with OJP's Grants Management System (GMS)**

Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to <https://grants.ojp.usdoj.gov>. Applicants should begin the process immediately to meet the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. The registration process for organizations includes: (1) Obtaining a Data Universal Numbering System (DUNS) number; (2) Registering your organization with the Central Contractor Registration (CCR) database; and (3) Registering with GMS prior to applying.

The deadline to register is 8:00 p.m. Eastern Time on May 18, 2009.

**A DUNS number is required.** All applicants under this solicitation must include a DUNS (Data Universal Numbering System) number in their application. Applications without a DUNS number are incomplete.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for

tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform/displayHomePage.do>.

**Central Contractor Registration (CCR) is required.** In addition to the DUNS number requirement, OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.ccr.gov](http://www.ccr.gov).

## **Deadline: Applications**

The due date for applying for funding under this announcement is 8:00 p.m. Eastern Time on May 18, 2009.

## **Eligibility**

Applicants are limited to units of local government appearing on the Recovery Act JAG allocation list. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, or other general purpose political subdivision of a state; any law enforcement district or judicial enforcement district that is established under applicable state law and has authority to, in a manner independent of other state entities, establish a budget and impose taxes; or, it may also be a federally recognized Indian tribe or Alaskan Native organization that performs law enforcement functions as determined by the Secretary of the Interior. In Louisiana, a unit of local government means the office of a district attorney or a parish sheriff.

### **Additional Requirements Related to the Recovery Act (including certification requirements):**

Reporting on the Use of Funds. In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements of section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on subawards) not later than **ten calendar days after the end of each calendar quarter**. Detailed information on section 1512(c) appears below, under "Accountability and Transparency under the Recovery Act." A template for the certification is included in the appendix. Applicants may expect that a standard form and/or standard reporting mechanism will be made available at a future date.

Certification regarding Infrastructure Investments. Pursuant to section 1511 of the Recovery Act, a State or local government (including a federally-recognized Indian tribal government) may not receive funds for an infrastructure investment (for example, construction or major renovation of a correctional facility) unless the Governor, mayor, or other chief executive, as appropriate, certifies that the infrastructure investment has received the full vetting required by law and that the chief executive accepts responsibility that the infrastructure is an appropriate use of taxpayer dollars. The certification must include a description of the infrastructure investment, the estimated total cost, and the amount of Recovery Act funds to be used, and must be posted on

a web site that is linked to Recovery.gov. (Refer to the OJP Recovery Act Additional Requirements web page at [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm) for the text of section 1511.)

Consistent with section 1511, all applicants under this solicitation must complete a "General Certification as to Requirements for Receipt of Funds for Infrastructure Investments," a template for which is included in the appendix. Recipients that are awarded funds for one or more infrastructure investment projects must also submit and post a certification that satisfies section 1511 as to each such specific project prior to obligating, expending, or drawing down funds for such a project. Applicants or recipients that intend to prepare a section 1511 certification should consult the OJP Recovery Act Additional Requirements web page at [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm). If a standard form becomes available, OJP will include a notice in the appropriate section of the web page.

**American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations:** If a grant application is being submitted on behalf of a tribe or tribal organization, a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable government entity authorizing the inclusion of the tribe or tribal organization named in the application must be included with the application.

## JAG Program-Specific Information

***All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. Applicants also should anticipate that awards under the Recovery Act will be one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional DOJ funding.***

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

### Formula

The Bureau of Justice Statistics (BJS) calculates, for each *state and territory*, a minimum base allocation which, based on the statutory JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. States also have a variable percentage of the allocation that is required to "pass through" to units of local government. This amount, also calculated by BJS, is based on each state's crime expenditures. Additionally, the formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported within the state. Local governments that are entitled to at least \$10,000 awards may apply directly to BJA for Local JAG grants.

NOTE: Beginning in 2009, the formula calculation for the local portion of the JAG statute has changed significantly as a result of final implementation of the JAG statute. The statute, 42 U.S.C. 3755(d)(2)(B), specifies that for Fiscal Years 2005 through 2008, allocations to units of local government would follow the Local Law Enforcement Block Grant (LLEBG) formula. Pursuant to the statute, however, calculations for FY 2009 (and subsequent JAG calculations)

require that units of local government must have submitted to the FBI at least three years of Uniform Crime Report (UCR) data during the most-recent ten-year period for which UCR data are available (here, 1998-2007) in order to be eligible. As a result of this statutory requirement, several local governments that were eligible in prior years for JAG formula funding are ineligible this year due to a lack of compliant UCR data reporting.

#### **Award Amount**

The JAG allocation list established by the Bureau of Justice Statistics (BJS), and indicates the amount for which each unit of local government is eligible to apply. For a listing of eligible units of local government and eligible amounts, go to [www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html](http://www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html).

#### **Purpose Areas**

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice-related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

#### **Responsibilities**

The Chief Executive Officer (CEO) of an eligible unit of local government or a local agency designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting reports including performance measures and program assessment data; and providing ongoing oversight and assistance to any subrecipients of the funds.

#### **Administrative Funds**

A unit of local government may use up to 10 percent of the award for costs associated with administering JAG funds.

#### **Disparate Certification**

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to [www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html](http://www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html).

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the total eligible allocation. The joint application must specify the award distribution to each unit of local government and the purposes for which the funds will be

used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to [www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryMOU.pdf](http://www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryMOU.pdf).

### **Governing Body Review**

The applicant agency (fiscal agent) must make the grant application available for review by its governing body (or to the organization designated by that governing body) not fewer than 30 days before the application is submitted to BJA.

### **Public Comment**

The Local JAG application must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.

### **Length of Awards**

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total of 4 grant period years.

### **Trust Fund**

Each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in applicable reporting required by the Recovery Act. Specific information relating to this will be detailed in grant award documents.

### **Prohibited Uses**

No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

### **Non-Supplanting**

Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose. See the OJP Financial Guide ([Part II, Chapter 3](#)). Additional information appears on the "OJP Recovery Act Additional Requirements" web page at [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm).

**Recovery Act: Buy American**

All applicants that propose to use grant funds to construct, alter, maintain, or repair a public building or public work should be aware that the Recovery Act (in section 1605) contains a "Buy American" provision that applies to iron, steel, and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Government-wide guidance on this provision is not yet available, but is expected. For the text of section 1605, please refer to the "OJP Recovery Act Additional Requirements" web page at [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm).

**Recovery Act: Wage Rate Requirements**

All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act, the text of which appears on the "OJP Recovery Act Additional Requirements" web page at [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm). Government-wide guidance on this provision is not yet available, but is expected.

**Recovery Act: Preference for Quick-Start Activities**

Pursuant to section 1602 of the Recovery Act, recipient of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602, which appears on the "OJP's Recovery Act Additional Requirements" web page at [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm).

**Recovery Act: Contracts**

Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures. As information becomes available, OJP will provide guidance to applicants as to what, if any, particular procurement requirements or procedures may apply to contracts awarded with Recovery Act grant funds, apart from those that appear in 28 C.F.R. Part 66 and 28 C.F.R. Part 70.

**Recovery Act: Limit on Funds**

The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**Recovery Act: Use of Funds in Conjunction with Funds from Other Sources.**

Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

**Accountability and Transparency under the Recovery Act**

**Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant

71

funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

The accounting systems of all recipients and subrecipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

#### **Quarterly Financial and Programmatic Reporting**

Consistent with the Recovery Act emphasis on accountability and transparency, reporting requirements under Recovery Act grant programs will differ from and expand upon OJP's standard reporting requirements for grants. In particular, section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

Under this Recovery Act program, quarterly financial and programmatic reporting will be required, and will be **due within 10 calendar days after the end of each calendar quarter**, starting July 10, 2009.

<b>Programmatic and Financial Reporting Periods</b>	<b>Due Dates</b>
October- December	January 10
January- March	April 10
April-June	July 10
July-September	October 10

The information from grantee reports will be posted on a public website. To the extent that grant funds are available to pay a grantee's administrative expenses, those funds may be used to assist the grantee in meeting the accelerated time-frame and extensive reporting requirements of the Recovery Act.

Recovery Act grant recipients may expect that the information posted by OJP will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to draw down funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the Recovery Act award.

Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, all applicants should be aware that the Recovery Act section 1512(c) provides as follows:

Recipient Reports: Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
  - (A) the name of the project or activity;
  - (B) a description of the project or activity;
  - (C) an evaluation of the completion status of the project or activity;
  - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - (E) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

#### **Subawards under Recovery Act Grants**

Reporting: DUNS and CCR. As indicated above, quarterly reporting requirements for Recovery Act awards include reporting with respect to subawards. In order to facilitate that reporting, award recipients must work with their first-tier subawardees (if any) to ensure that, no later than the due date of the award recipient's first quarterly report after a subaward is made, the subawardee has a DUNS numbers and is registered with the Central Contractor Registration (CCR) database. See "Deadline: Registration," above, for more information on CCR and DUNS numbers.

Monitoring of subawards. All applicants should bear in mind that any recipient of an award under this solicitation will be responsible for monitoring of subawards under the grant in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary recipients will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds.

#### **Reporting Fraud, Waste, Error, and Abuse**

Each grantee or subgrantee awarded funds made available under the Recovery Act is to promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

You may report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, Office of the Inspector General (OIG) by—

mail: Office of the Inspector General  
 U.S. Department of Justice  
 Investigations Division  
 950 Pennsylvania Avenue, N.W.  
 Room 4706  
 Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG web site at [www.usdoj.gov/oig/](http://www.usdoj.gov/oig/).

The Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act.

## Performance Measures

To assist in fulfilling the accountability objectives of the Recovery Act, as well as the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application. The following are **required** measures for awards made under the Recovery Act:

Objective	Performance Measures	Data the grantee provides for 3-month reporting period	Description (Plain language explanation of what exactly is being provided)
Recovery Act: Preserving jobs	Number of jobs saved (by type) due to Recovery Act funding.	a) How many jobs were prevented from being eliminated with the Recovery Act funding during this reporting period?  b) How many jobs that were eliminated within the last 12 months were reinstated with Recovery Act funding?	An unduplicated number of jobs that would have been eliminated if not for the Recovery Act funding during the three-month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.
Recovery Act: Creating jobs	Number of jobs created (by type) due to Recovery Act funding.	How many jobs were created with Recovery Act funding this reporting period?	An unduplicated number of jobs created due to Recovery Act funding during the three month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.

74

In addition, new performance measures specific to the JAG Program have been developed by BJA with input from criminal justice members in the field (including SAAs). The performance measures can be found at: [www.ojp.usdoj.gov/BJA/grant/JAG\\_Measures.pdf](http://www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf).

## How to Apply

**Grants Management System Instructions.** Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to <https://grants.ojp.usdoj.gov>. Applicants should begin the process a few weeks prior to the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. For a step-by-step guide, visit <http://www.ojp.gov/gmscbt/> and refer to the section entitled "External Overview: Locating & Applying for Funding Opportunities." For additional assistance, call the GMS Support Hotline at 1-888-549-9901 from 7:00 a.m. to 9:00 p.m. Eastern Time.

**Note: OJP will not review any application whose attachments are in Microsoft Vista or Microsoft 2007 format.** Applications submitted via GMS must be in the following formats: Microsoft Word (\*.doc), Word Perfect (\*.wpd), Microsoft Excel (\*.xls), PDF files (\*.pdf), or Text Documents (\*.txt). GMS is not yet compatible with Vista and cannot yet process Microsoft Word 2007 documents saved in the new default format with the extension ".docx." Please ensure that any Word documents you are submitting are saved using "Word 97-2003 Document (\*.doc)" format. Additionally, GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

**Recovery Act CFDA Number:** The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.804, titled "Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to Units of Local Territories."

## What an Application Must Include

### Standard Form 424

#### Program Narrative (Attachment 1)

Applicants must submit a program narrative that describes the proposed program activities for the 4-year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

The program narrative must include:

- Project objectives that are linked to meaningful and measurable outcomes consistent with the goals of the Recovery Act, and the likelihood of achieving such outcomes, such as job creation and preservation.
- Organization capabilities and competencies, including a description of how the organization will track all drawdowns and grant expenditures separately from other federal funding.
- Activities that can be started and completed expeditiously, and in a manner that maximizes job creation and economic benefits.
- Timeline or project plan identifying when the goals and objectives will be completed.

- Performance measures established by the organization to assess whether grant objectives are being met.

#### **Budget and Budget Narrative (Attachment 2)**

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. A sample budget form may be found at [www.ojp.usdoj.gov/funding/forms/budget\\_detail.pdf](http://www.ojp.usdoj.gov/funding/forms/budget_detail.pdf).

#### **Review Narrative (Attachment 3)**

Applicants must include in this attachment documentation regarding the following requirements:

- Include the date that the JAG application was made available for review by the applicant's governing body. This governing body notification must occur no less than 30 days before submission to BJA.
- Include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.
- If the applicant is part of a disparate jurisdiction, include the Memorandum of Understanding (MOU), which has been executed and signed by each jurisdiction's Authorized Representative, outlining each jurisdiction's allocation and indicating which jurisdiction is serving as the applicant/fiscal agent for the joint funds.

#### **Abstract (Attachment 4)**

Applicants must provide an abstract which includes the applicant's name, title of the project, the goals of the project, a description of the strategies to be used, major deliverables, and coordination plans. The abstract must not exceed one-half page, or 400-500 words.

#### **Certifications (Attachment 5)**

See the Appendix.

### **Review Process**

OJP is committed to ensuring a standardized process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with program or legislative requirements as stated in the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the OJP Assistant Attorney General (AAG).

### **Additional Requirements**

Successful applicants selected for awards under this Recovery Act solicitation must agree to comply with additional applicable requirements prior to receiving grant funding. We strongly encourage you to review the list below pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at [www.ojp.usdoj.gov/recovery/solicitationrequirements.htm](http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm).

- Civil Rights Compliance

- Funding to Faith-Based Organizations
- Confidentiality and Human Subjects Protection
- Anti-Lobbying Act
- Financial and Government Audit Requirements, includes Single Audit Act Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards
- Single Point of Contact Review
- Non-Supplanting of State and Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs *Financial Guide*
- Suspension or Termination of Funding
- Non-Profit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act
- Section 1511 of the Recovery Act: Certifications
- Section 1602 of the Recovery Act: Preference for Quick-Start Activities
- Section 1604 of the Recovery Act: Limit on Funds
- Section 1605 of the Recovery Act: Buy American
- Section 1606 of the Recovery Act: Wage Rate Requirements
- Section 1607 of the Recovery Act: Additional Funding Distribution and Assurance of Appropriate Use of Funds
- Section 1609 of the Recovery Act: Relating to National Environmental Policy Act

## **Appendix. Templates for Required Certifications**

**Instructions:** Scan signed certifications and submit image files electronically as part of your application package.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

**Recovery Act – Justice Assistance Grant (JAG) Program**

Certification as to Recovery Act Reporting Requirements

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Accountability and Transparency under the Recovery Act" in the program announcement for the Recovery Act grant program identified above. I have also read and reviewed section 1512(c) of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. I agree that the applicant will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act grant program identified above.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Full Name of Applicant Entity

\_\_\_\_\_  
Date

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

**Recovery Act – Justice Assistance Grant (JAG) Program**

General Certification as to Requirements for Receipt of Funds  
for Infrastructure Investments

On behalf of the applicant State or unit of local government (including tribal government) named below, I certify the following to the Office of Justice Programs ("OJP"), U.S. Department of Justice:

I have personally read and reviewed the section entitled "Eligibility" in the program announcement for the Recovery Act grant program named above. I also have personally read and reviewed section 1511 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), which requires a specific certification prior to receipt of Recovery Act funds for infrastructure investments.

*Initial the statement that applies:*

\_\_\_\_\_ The applicant identified below **does not intend to use** any portion of any funds received under this Recovery Act grant program for any infrastructure investment. Should this intention change, the applicant will promptly notify OJP, and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act program for any infrastructure investment project until section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

\_\_\_\_\_ The applicant identified below **does intend to use** some or all of any funds received under this Recovery Act grant program for one or more infrastructure investment projects. Except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law, I agree that the applicant entity will execute, post, and submit to OJP, prior to obligating, expending, or drawing down funds for such project, a project-specific certification that satisfies all of the requirements of section 1511 (including execution by the Governor, mayor, or other chief executive, as appropriate) for each such infrastructure investment project.

Page 2 of 2

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

General Certification as to Requirements for Receipt of Funds  
for Infrastructure Investments

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant (that is, the governmental entity applying directly to the Office of Justice Programs).

\_\_\_\_\_  
Signature of Certifying Official

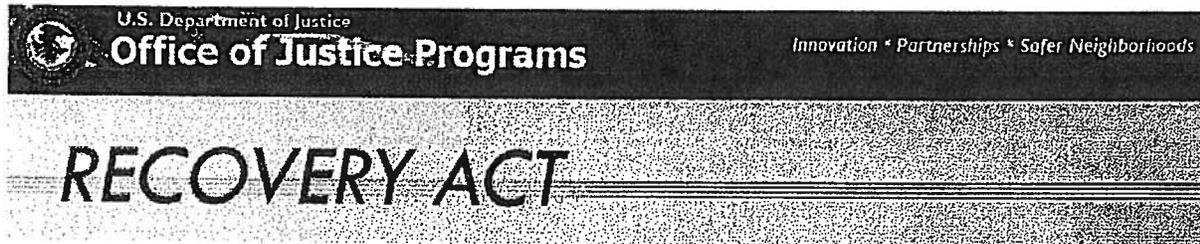
\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Full Name of Applicant Government Entity

\_\_\_\_\_  
Date

81



## Office of Justice Programs (OJP) Recovery Act Additional Requirements

(Applicable to Programs Funded under the American Recovery and Reinvestment Act of 2009, Public Law 111-5)

On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As one of its many elements, the Recovery Act provides the U.S. Department of Justice with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partnerships to ensure this funding invests in the American workforce.

Successful applicants for awards under OJP Recovery Act programs must comply with various applicable requirements, including the following.

### Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act

The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website – Recovery.gov – to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

As indicated in the "Accountability and Transparency under the Recovery Act" section of the program solicitation, awardees of Recovery Act funds must comply with the extensive reporting requirements. Quarterly financial and programmatic reporting will be required; reports will be due **within 10 calendar days after the end of each calendar quarter**. Applicants for and recipients of awards may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, all applicants for and recipients of awards of Recovery Act funds should be aware that Recovery Act section 1512(c) provides:

(c) Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
  - (A) the name of the project or activity;
  - (B) a description of the project or activity;
  - (C) an evaluation of the completion status of the project or activity;
  - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - (E) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

### Section 1511 of the Recovery Act: Certifications (if applicable)

Section 1511 of the Recovery Act provides-

With respect to covered funds made available to State or local governments for infrastructure investments, the Governor, mayor, or other chief executive, as appropriate, shall certify that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Such certification shall include a description of the investment, the estimated total cost, and the amount of covered funds to be used, and shall be posted on a website and linked to the website established by section 1526. A State or local agency may not receive infrastructure investment funding from funds made available in this Act unless this certification is made and posted.

**Section 1602 of the Recovery Act: Preference for Quick-Start Activities (if applicable)**

Section 1602 of the Recovery Act provides-

In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

**Section 1604 of the Recovery Act: Limit on Funds**

Section 1604 of the Recovery Act provides-

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**Section 1605 of the Recovery Act: Buy American (if applicable)**

Section 1605 of the Recovery Act provides-

Use of American Iron, Steel, and Manufactured Goods. (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.  
(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that--  
(1) applying subsection (a) would be inconsistent with the public interest;  
(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or  
(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.  
(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.  
(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

**Section 1606 of the Recovery Act: Wage Rate Requirements (if applicable)**

Section 1606 of the Recovery Act provides-

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

**Section 1607 of the Recovery Act: Additional Funding Distribution and Assurance of Appropriate Use of Funds (if applicable)**

Section 1607 of the Recovery Act provides-

(a) Certification by Governor- Not later than 45 days after the date of enactment of this Act, for funds provided to any State or agency thereof, the Governor of the State shall certify that: (1) the

State will request and use funds provided by this Act; and (2) the funds will be used to create jobs and promote economic growth.

(b) Acceptance by State Legislature- If funds provided to any State in any division of this Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

(c) Distribution- After the adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

### Section 1609 of the Recovery Act: Relating to National Environmental Policy Act

Section 1609 of the Recovery Act provides-

(a) FINDINGS-

(1) The National Environmental Policy Act protects public health, safety and environmental quality: by ensuring transparency, accountability and public involvement in federal actions and in the use of public funds;

(2) When President Nixon signed the National Environmental Policy Act into law on January 1, 1970, he said that the Act provided the "direction" for the country to "regain a productive harmony between man and nature";

(3) The National Environmental Policy Act helps to provide an orderly process for considering federal actions and funding decisions and prevents litigation and delay that would otherwise be inevitable and existed prior to the establishment of the National Environmental Policy Act.

(b) Adequate resources within this bill must be devoted to ensuring that applicable environmental reviews under the National Environmental Policy Act are completed on an expeditious basis and that the shortest existing applicable process under the National Environmental Policy Act shall be utilized.

(c) The President shall report to the Senate Environment and Public Works Committee and the House Natural Resources Committee every 90 days following the date of enactment until September 30, 2011 on the status and progress of projects and activities funded by this Act with respect to compliance with National Environmental Policy Act requirements and documentation.

### Non-supplanting of State and Local Funds (if applicable -- consult the program solicitation and the special conditions in the award document)

Grantees must use federal funds to supplement existing State and local funds for program activities and must not replace (supplant) State or local funds that they have appropriated or allocated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. For additional guidance regarding supplanting, refer to the information provided at <http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.

### Civil Rights Compliance

As a condition for receiving funding from the Office of Justice Programs (OJP), recipients must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, or the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of OJP funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, OJP recipients may not discriminate on the basis of age in the delivery of services or benefits. For more information on these laws, please [click here](#).

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis or national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients in meeting their obligation to serve LEP persons, the Justice Department has published a guidance document, which is available at [www.lep.gov](http://www.lep.gov). The OJP encourages applicants and recipients to include within their program budgets the costs for providing interpretation and translation services to eligible LEP service populations.

For technical assistance on complying with the civil rights laws linked to the receipt of federal financial assistance from OJP, please contact the [Office for Civil Rights](#) by telephone at (202) 307-0690, by facsimile at (202) 616-9865, by TTY at (202) 307-2027, or by mail at the following address:

Office for Civil Rights  
Office of Justice Programs

U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531

### Funding to Faith-Based Organizations

In 2002, Executive Order 13279 was issued and in 2004, the Department of Justice (DOJ) issued the regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38. In general, the Executive Order and regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.

The Executive Order and regulation also prohibit recipient FBOs from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits.

Some program statutes, including the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, and the Juvenile Justice and Delinquency Prevention Act, contain express nondiscrimination provisions that prohibit all recipients of funding under these statutes from discriminating on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit FBOs applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

If the statute that authorizes a DOJ funding program generally forbids consideration of religion in employment decisions by grantees, an FBO may receive DOJ funds and continue to consider religion when hiring staff if it meets the following criteria:

1. The FBO demonstrates that its program for which it seeks federal funding is an exercise of religion;
2. The FBO demonstrates that requiring it to either forgo its religious preference in hiring or forgo the federal funding would substantially burden its exercise of religion; and
3. The funding entity is unable to demonstrate that applying the nondiscrimination provision to this FBO would both further a compelling government interest and be the least restrictive means of furthering this interest.

The OJP and state administering agencies will grant exemptions to the prohibition against hiring discrimination on the basis of religion in the program statutes on a case-by-case basis to FBOs that certify to the following, unless there is good reason to question its truthfulness:

1. The FBO will offer all federally-funded services to all qualified beneficiaries without regard for the religious or non-religious beliefs of those individuals; and
2. Any activities of the FBO that contain inherently religious content will be kept separate in time or location from any services supported by direct federal funding, and if provided under such conditions, will be offered only on a voluntary basis; and
3. The FBO is a religious organization that sincerely believes that providing the services in question is an expression of its religious beliefs; that employing individuals of particular religious belief is important to its religious exercise; and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.

FBOs that are seeking federal financial assistance under the Safe Streets Act, VOCA, and JJDPAs as well as an exemption to their prohibition against religious discrimination in hiring, must complete and retain an original, signed document for their records (see [sample](#)), certifying to the three provisions set forth above, and then, must work with OJP to attach it to the grant file after receipt of an award. For more information, please consult OJP's [Office for Civil Rights](#).

### Confidentiality and Human Subjects Protection (if applicable)

U.S. Department of Justice regulations (28 CFR Part 22) require recipients of OJP funding to submit a

Privacy Certificate as a condition of approval of any grant application or contract proposal that contains a research or statistical component under which "information identifiable to a private person" will be collected, analyzed, used, or disclosed. The funding recipient's Privacy Certificate includes a description of its policies and procedures to be followed to protect the confidentiality of identifiable data. 28 CFR section 22.23. The Department's regulations provide, among other matters, that: "Research or statistical information identifiable to a private person may be used only for research or statistical purposes." 28 CFR section 22.21. Moreover, any private person from whom information identifiable to a private person is collected or obtained (either orally or by means of written questionnaire or other document) must be advised that the information will only be used or disclosed for research or statistical purposes and that compliance with the request for information is voluntary and may be terminated at any time. 28 CFR section 22.27.

In addition, the Department of Justice has regulations with respect to the protection of human research subjects. See 28 CFR Part 46. In brief, 28 CFR Part 46 requires that research involving human subjects that is conducted or supported by a Federal department or agency be reviewed and approved by an Institutional Review Board (IRB), in accordance with the regulations, before Federal funds are expended for that research. As a rule, persons who participate in Federally-funded research must provide their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP funds on any research activity involving human subjects, must submit appropriate documentation to OJP showing compliance with 28 CFR Part 46 requirements, as requested by OJP.

General information regarding Data Confidentiality and Protection of Human Research Subjects (and Model Privacy Certificates and other forms) can be found on the following web sites: [www.ojp.usdoj.gov/forms.htm](http://www.ojp.usdoj.gov/forms.htm); [www.ojp.usdoj.gov/nij/funding/humansubjects/index.html](http://www.ojp.usdoj.gov/nij/funding/humansubjects/index.html); [www.ojp.usdoj.gov/bjs/pub/pdf/bjsmpc.pdf](http://www.ojp.usdoj.gov/bjs/pub/pdf/bjsmpc.pdf); and [www.ojp.usdoj.gov/bjs/funding.htm](http://www.ojp.usdoj.gov/bjs/funding.htm).

### Anti-Lobbying Act

The Anti-Lobbying Act (18 U.S.C. § 1913) recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.

The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. Part 69 for U.S. Department of Justice grantees) to reflect these modifications. However, in the interest of full disclosure, no federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval by OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

### Financial and Government Audit Requirements

Federal grants are governed by the provisions of the OMB circulars applicable to financial assistance and OJP's *Financial Guide*, which is available from the OJP Web site ([www.ojp.usdoj.gov/oc](http://www.ojp.usdoj.gov/oc)). The *Financial Guide* includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. This document will govern how all successful applicants administer funds.

Audits of state and local units of government, institutions of higher education, and other nonprofit institutions must comply with the organizational audit requirements of OMB circular A-133, which states that recipients who expend \$500,000 or more of federal funds during their fiscal year are required to submit a single organization wide financial and compliance audit report to the Federal Audit Clearinghouse within 9 months after the close of each fiscal year during the term of the award.

### National Environmental Policy Act (if applicable)

All OJP awards are subject to the National Environmental Policy Act (NEPA) and other related Federal laws, if applicable. 42 USC section 4321 *et seq.* The Department of Justice has established procedures to implement NEPA. See 28 CFR Part 61. The regulations state that "all federal agencies are required to give appropriate consideration to the environmental effects of their proposed actions in their decisionmaking and to prepare detailed environmental statements on . . . major federal actions significantly affecting the quality of the human environment." 28 CFR section 61.2. Under the regulations, the Department of Justice, among other things, is required to "[c]onsider from the earliest possible point in the process all relevant environmental documents in evaluating proposals for Department action[.]" 28 CFR section 61.6.

OJP has responsibility to ensure compliance with NEPA and 28 CFR Part 61, including Appendix D. For many projects that are funded by OJP, NEPA may have no applicability. However, if OJP funds will be used, for example, to pay for renovation projects or new construction, programs involving the use of

chemicals, or any other activity, including research and technology development, that may have an effect on the environment, at a minimum, the funding recipient must provide a full description of proposed project activities to OJP, and an Environmental Assessment (EA) will need to be prepared. Prior to allowing a recipient to spend OJP funds for such a project, OJP must make a finding that the project does not significantly affect the human environment and that further environmental assessment is not necessary.

#### **DOJ Information Technology Standards (if applicable)**

As appropriate, all equipment and software developed under OJP awards must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP). A list of additional standards can be found at the OJP Standards Clearinghouse.

#### **Single Point of Contact Review**

Executive Order 12372 requires applicants from state and local units of government or other organizations providing services within a state to submit a copy of the application to the state Single Point of Contact (SPOC) if one exists and if the state has selected this program for review. A list of state SPOCs is available on the OMB Web site ([www.whitehouse.gov/omb/grants/spoc.html](http://www.whitehouse.gov/omb/grants/spoc.html)). Applicants must contact their state SPOCs to determine whether their programs have been selected for state review. The applicant should enter the date that the application was sent to the SPOC or the reason such submission is not required in Block 3 of the Overview section of the GMS application.

#### **Criminal Penalty for False Statements**

False statements or claims made in connection with OJP grants may result in fines, imprisonment, and debarment from participating in federal grants or contracts, and/or other remedies available by law.

#### **Compliance with Office of Justice Programs Financial Guide**

Awardees must comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

#### **Suspension or Termination of Funding**

OJP may suspend funding in whole or in part, terminate funding, or impose other sanctions on a recipient for the following reasons:

- Failing to comply substantially with the requirements or statutory objectives of the appropriate Act, program guidelines issued thereunder, or other provisions of federal law.
- Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the application.
- Failing to adhere to the requirements in the agreement, standard conditions, or special conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- Failing to submit reports.
- Filing a false certification in this application or other report or document.

Before imposing sanctions, OJP will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Hearing and appeal procedures will follow those in U.S. Department of Justice regulations in 28 CFR Part 18.

#### **Non-profit organizations**

In all OJP funded programs for which nonprofit organizations are eligible recipients or subrecipients, with the exception of those funded under authority of the Juvenile Justice and Delinquency Prevention Act, it is Department of Justice policy that an organization can demonstrate its non-profit status in any one of four methods:

1. submission of proof of 501(c)(3) status from the Internal Revenue Service
2. submission of a statement from the State taxing authority or State Secretary of State, or other

## Office of Justice Programs: Recovery Act Information

similar official certifying that the organization is a nonprofit operating within the State, and that no part of its net earnings may lawfully benefit any private shareholder or individual;

3. submission of a certified copy of the applicant's certificate of incorporation or similar document; or,
4. submission of any item above, if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate.

All nonprofit subrecipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service.

### For-Profit Organizations

For-profit organizations that receive grant funds from OJP should be aware that additional special conditions are placed on awards to such organizations. Among other things, commercial organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

### Government Performance and Results Act (GPRA)

Awardees must collect data (on a quarterly, semi-annually, or annual basis, as requested) appropriate for facilitating compliance with reporting requirements established by Public Law 103-62, the Government Performance and Results Act. The funding recipient must ensure that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.

### Rights in Intellectual Property

In connection with OJP awards, the U.S. Department of Justice reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See, e.g., 28 C.F.R. § 66.34, 70.36, and 37 C.F.R. Part 401.

### Federal Funding Accountability and Transparency Act (FFATA) of 2006

Applicants that receive an award from the OJP should be aware of the requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, which calls for the establishment of a single searchable website that is accessible by the public and includes the following information for each Federal award:

- (1) The name of the entity receiving the award;
- (2) The amount of the award;
- (3) Information on the award including the transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- (4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- (5) A unique identifier of the entity receiving award and of the parent entity of the recipient, should the entity be owned by another entity; and,
- (6) Any other relevant information specified by OMB.

Direct grant award information must be collected starting in FY 2007 and available for disclosure beginning in January 2008; subgrantee award data must be available beginning in January 2009. OJP will be responsible for collecting grantee information and providing it to the public website, using data provided by grantees through grants.gov and the Grants Management System. Additional information regarding these requirements will be provided when available. For updates, please visit the FFATA website at [www.fedspending.gov](http://www.fedspending.gov).



## **Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program Frequently Asked Questions**

### **Reference Information:**

#### What is the authorizing legislation for the American Recovery and Reinvestment Act of 2009 JAG Awards?

The awards are authorized by the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "Recovery Act"), which was signed into law by President Obama on February 17, 2009. It is an unprecedented effort to jumpstart our economy, create or save millions of jobs, and put a down payment on addressing long-neglected challenges so our country can thrive in the 21st century. The Act is an extraordinary response to a crisis unlike any since the Great Depression, and includes almost \$2 billion in critical resources for state and local law enforcement and other criminal justice activities through the Recovery JAG program. The awards are also authorized by the JAG program, 42 U.S.C. §§ 3750-3758, which is found in subpart 1 of Part E of title I of the Omnibus Crime Control and Safe Streets Act of 1968.

#### What is the Catalog of Federal Domestic Assistance (CFDA) number for the Recovery Act JAG Program?

The CFDA number for the Recovery JAG Program (State) is 16.803, and for the Recovery JAG Program (Local), it is 16.804.

### **Award Eligibility/Formula Information:**

#### What is the Transition Rule?

The Recovery JAG statute requires that local governments that have not reported at least 3 years of data (within the last 10 years for which UCR data are available) on Part I violent crimes of the UCR to the FBI are ineligible for direct Recovery JAG local formula funding. As a transition to implementing the grant program, the law permitted Recovery JAG units of local government during 2006, 2007, and 2008 to qualify for Recovery JAG formula funds based on the last three years of UCR data which they had submitted, in any prior years. That Transition Rule, by statute, has expired.

#### Who is eligible?

Applicants for Recovery JAG State awards are limited to all states, the District of Columbia, Guam, America Samoa, the Commonwealth of Puerto Rico, the Virgin Islands, and the Northern Mariana Islands.

In addition, in order for states to be eligible to receive these funds, the Recovery Act requires that certain advance certifications must be made by governors or mayors, as appropriate. See section 1607 of the Recovery Act, which requires a Governor's certification regarding use of funds (or a concurrent resolution by a state legislature), and section 1511, which requires a detailed certification from a governor or mayor in connection with infrastructure projects.

Applicants for Recovery JAG local awards are limited to units of local government listed under the appropriate state or territory name at [www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html](http://www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html).

For Recovery JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, or other general purpose political subdivision of a state; any law enforcement district or judicial enforcement district that is established under applicable state law and has authority to, in a manner independent of other state entities, establish a budget and impose taxes; or, a federally recognized Indian tribe or Alaskan Native organization that performs law enforcement functions as determined by the Secretary of the Interior. In Louisiana, a unit of local government means the office of a district attorney or a parish sheriff.

How is the formula calculated?

The Bureau of Justice Statistics (BJS) calculates for each *state and territory* a minimum base allocation which (based on the statutory JAG formula) may be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government.

States also have a variable percentage of the allocation that is required to "pass through" to units of local government. This amount, also calculated by BJS, is based on each state's crime expenditures. Additionally, the formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported within the state. Local governments that are entitled to at least \$10,000 awards may apply directly to BJA for Local Recovery JAG grants. For those local governments whose direct allocation under the formula would be less than \$10,000, the funding is provided directly to the state.

How do I know if I am eligible for a direct Recovery JAG award from BJA?

A list of eligible jurisdictions, as determined by the JAG formula and corresponding allocation amounts, is provided on the BJA Recovery JAG web site at [www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html](http://www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html).

My city/county/parish/township/tribe is not listed as qualifying for a direct award. Is there other Recovery JAG funding available?

Yes. Your state government also receives a Recovery JAG award from BJA, and you may qualify for funding from the state. States are required to "pass-through" a percentage of their award to support local projects that support approved Recovery JAG purpose areas. To identify the state agency that administers the award in your area, visit the [Office of Justice Programs SAA web page](#). State agencies that administer the Recovery JAG "pass-through" funds will be listed under the Bureau of Justice Assistance heading.

Where can I find Uniform Crime Report (UCR) Part I violent crime data and crime expenditure data for my city or county?

Data is available on the [FBI's UCR web site](#).

Will the 10 percent penalty for failure to comply with the Sex Offender Registration and Notification Act (SORNA) apply to the Recovery JAG funding?

No. Any reduction required for failure to comply with SORNA (or to request an extension of time in which to do so) will be applied in the fiscal year following SORNA's deadline for compliance. Because the deadline for compliance is not until July 27, 2009—with the possibility for two one-year extensions—no Recovery JAG funding will be affected.

I don't see my jurisdiction on the allocation list? Why?

If your city/county is not on the list, it does not qualify for a direct JAG award from Bureau of Justice Assistance. The JAG legislation specifies that allocations to local governments are based on their share of the total violent crime reported by the state's units of government to the FBI over 3 of the last 10 years. Either your jurisdiction did not submit 3 years of UCR data to the FBI since 1999, or the level of crime did not meet the threshold to be eligible for a JAG award. The 2005 Bureau of Justice Statistics Technical Report explains the entire formula that is statutorily-based.

**Application Requirements:**

How do I obtain a Data Universal Number System (DUNS) number?

Ask the grant administrator, chief financial officer, or authorizing official of your organization to identify your DUNS number. If your organization does not know its DUNS number or needs to register for one, visit Dun & Bradstreet at <http://fedgov.dnb.com/webform/displayHomePage.do>. The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization. The time it takes to request and obtain a DUNS number is approximately one day.

How do I register my jurisdiction with the Central Contractor Registration (CCR)?

Ask the grant administrator, chief financial officer, or authorizing official of your organization if your organization has registered with the CCR. If your organization is not registered, you can register and then renew your registration once a year.

If your organization already has an Employment Identification Number (EIN) or Taxpayer Identification Number (TIN), then you should allow one to three business days to complete the entire registration process with the CCR. Your EIN and TIN should be provided by the Internal Revenue Service (IRS). If your organization does not have an EIN or TIN, then you should allow two weeks for obtaining the information from the IRS when requesting the EIN or TIN via phone or Internet. The additional number of days needed is a result of security information that needs to be mailed to the organization.

You may apply by phone (1-888-227-2423) or register online at [www.ccr.gov](http://www.ccr.gov). CCR has developed a handbook ([www.ccr.gov/handbook.asp](http://www.ccr.gov/handbook.asp)) to help you with the process. When your organization registers with CCR, you must designate an E-Business Point of Contact (E-Biz POC). This person will identify a special password called an "M-PIN". This M-PIN gives the E-Biz POC authority to designate which staff member(s) from your organization are allowed to submit applications electronically. Staff members from your organization designated to submit applications are called Authorized Organization Representatives (AORs).

How is my Recovery Act JAG award different from FY 2008 or FY 2009 JAG funds?

Significant differences between the Recovery JAG awards and regular JAG funds include, but are not limited to: 1) an emphasis on job creation and job retention; 2) submission of particular Recovery certifications specified in the solicitation (e.g., an infrastructure certificate); 3) time-specific quarterly progress reports due 10 days after the end of a quarter; 4) specific Recovery Act performance measures; and 5) increased federal grant oversight. The American Recovery and Reinvestment Act of 2009 JAG solicitation includes specific information on these differences and additional requirements.

How should I notify BJA if my jurisdiction, although eligible for funding, will not apply for funding?

Send a letter of declination (on letterhead) via e-mail, or fax it to the BJA State Policy Advisor assigned to your state. The letter should indicate that your jurisdiction is declining the Recovery JAG funds, the reason(s) why, and should be signed by the jurisdiction's Chief Executive Officer or authorized representative.

Our local jurisdiction (e.g., city, county, parish, township, or tribe) is eligible to apply for a direct award from BJA. Who must apply, and where do I find more information on how to apply?

Only a unit of local government (e.g., city, county, parish, township, or tribe) may apply to BJA for Recovery Local JAG funding. The Chief Executive Officer (CEO) of a unit of local government is responsible for determining which government official will apply for funding, and may designate an agency head, such as a police chief or sheriff, to be the signing authority on the application. For example, if the applicant is a city and the project will be implemented by the police department, the chief of police can be designated, and the chief would then have signing authority for that application. In this instance, the city will be listed under the "Legal Name" section of the application, and the police department will be listed as the "Organizational Unit" on the application.

The American Recovery and Reinvestment Act of 2009 Recovery JAG Awards solicitation will be posted on the BJA Recovery JAG web page. Applications for funding must be submitted via the online Grants Management System (GMS) within the prescribed application period. Detailed instructions on submitting an application, as well as guidance on managing your grant award, are available in the GMS computer-based training tool.

Will our city/county receive the amount listed one time or for every year of the project period?

The amount listed on the eligible jurisdiction list is a one-time award amount. The project start period is March 1, 2009, and there is a statutory 4 year period within which to spend funds.

What is a "Governing Body," and what does the "Governing Body Review" entail?

Examples of governing bodies are a state commission, city council, tribal council, county commission, county board of supervisors, or other legislative body at the local level. Follow your local laws and procedures for providing the application to the governing body. For example, based on your internal procedures, you may need to provide a copy of your grant application to the administrative assistant for the city to distribute to the city council. The manner in which you notified your governing body, and the date this was completed should then be included in the Review Narrative portion of your application (along with information regarding public comment).

Applicants for a Recovery JAG award must make the grant application available for review by the governing body of the state or unit of local government, or an organization designated by that governing body, not fewer than 30 days before the application is submitted to BJA.

Our city council meets only once a month. How can I meet the 30-day governing body review requirement and still submit my application before the application deadline?

The application must be *submitted* for review by a governing body at least 30 days prior to submission to BJA. Governing body *approval* is not required in order to submit the application to BJA. Submit your application via GMS no later than the application deadline, regardless of whether the local review process is complete. If the application is not complete, or you do not meet the 30-day governing body review requirement, BJA will add a special condition to the award that will withhold grant funds until you submit documentation confirming the requirement has been met.

What is the "Public Comment" requirement?

Applicants must provide an opportunity for the public to comment on their Recovery JAG application. The manner in which the public is notified and given an opportunity to comment, as well as the pertinent dates, should be included in the Review Narrative portion of the application (along with information regarding the governing body review). If the requirement is not met at the time of submission, BJA will process the application, but funds will be withheld until the grant recipient provides documentation that the public comment requirement is complete. Common forms of public notification include web site and newspaper postings, city council, tribal council, and county board hearings that are open to the public.

Does the public comment requirement have to be completed 30 days prior to submitting the application?

No, the governing body notification must occur 30 days prior to application submission. This requirement should not be confused with the public comment requirement, which requires that the application be made public, with an opportunity for comment, anytime prior to application submission.

Am I required to hold a public hearing, or can I post a notice in our local newspaper or on our department's web site in order to satisfy the public comment requirement?

The JAG statute does not specify how you notify the public. BJA recommends that you follow your local public notification process.

Is there a requirement to have an advisory board review the application?

No. There is no statutory requirement under JAG to have an advisory board review the application.

Is match required?

Match is not required.

Is the governor of a state required to sign the two certifications attached to the Recovery JAG solicitations?

No. For the two certifications attached to the Recovery JAG solicitations (entitled "Certification as to Recovery Act Reporting Requirements" and "General Certification as to Requirements for Receipt of Funds for Infrastructure Investments") as indicated in the text of these certifications, the certifying official must be a person with legal authority to make the particular certification on behalf of the entity applying directly to OJP. Therefore, while the certifying official does not have to be the governor of a state, he or she must be a person with the ability to legally bind the applicant entity (i.e., the state or unit of local government that is applying directly to OJP for Recovery JAG funding).

**Use of Funds:**

What can Recovery JAG funds be used for?

Grantees may utilize Recovery JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. Some examples include: prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; planning, evaluation, and technology improvement programs; and crime victim and witness programs (other than compensation).

In addition to fulfilling program-specific purposes, projects funded under the Recovery Act should be designed to further one or more of the general purposes of the Recovery Act, which are to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits; and to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. For additional information on Office of Justice Programs' Recovery Act Grant Programs, please visit the OJP web site at [www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryjag.html](http://www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryjag.html).

Is there anything that the Recovery JAG funds cannot be used for?

Yes. Recovery JAG funds may not be expended outside of the JAG purpose areas. Even within the purpose areas, however, Recovery JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, no Recovery JAG funds may be used directly or indirectly to provide for any of the following matters unless the Attorney General certifies, in advance, that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order: vehicles (excluding police cruisers); vessels (excluding police boats); aircraft (excluding police helicopters); luxury items; real estate; construction projects (other than penal or correctional institutions); and any similar matters.

Where can I find more information on supplanting?

For additional guidance regarding supplanting, refer to the information provided at <http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.

The current JAG statute prohibits the use of grant funds for vehicles, vessels, and aircraft (excluding police cruisers, police boats, and police helicopters) unless extraordinary and exigent circumstances exist. It also states that BJA must certify in writing that you may use the funds for these purposes. How do I obtain this certification?

Submit a written request (email is acceptable) with your Recovery JAG application number or post-award grant number to your BJA State Policy Advisor. The written request must clearly identify the circumstances that require the use of Recovery JAG funds to purchase a non-police vehicle, vessel, and/or aircraft, describe the purpose of the non-police vehicle, vessel, and/or aircraft, and how it relates to criminal justice. BJA will expeditiously review your request and notify you in writing. Funds should not be obligated or expended for these purposes until you have received this approval. Requests that are not linked to improvements in criminal justice will not be approved.

**Disparate Information:**

My city is listed along with my county under the column "Joint Application (Disparate) Award Amount." What does this mean?

If your jurisdiction is listed with another city or county government, you are in a funding disparity. The JAG statute requires that if a city qualifies for one-and one-half times (150 percent) more funding or if multiple cities receive four times (400 percent) more funding than a county with concurrent jurisdiction, there is a funding disparity. In this situation, the units of local government must apply for an award with a single, joint application. Crime expenditure data for the units of local government is included in the disparity calculation. For more information about the disparate allocation process, see the Bureau of Justice Statistics Technical Report.

How do we determine which single unit of local government will be the fiscal agent responsible for applying for the funds?

This is a decision to be made by the units of local government. Consider which local government is most capable of adhering to the financial and programmatic requirements according to federal guidelines governing expenditure, monitoring, and reporting for Recovery Act funding.

Are the city and the county required to work on the same project or purpose area?

No. All units of local government within the disparate jurisdiction may fund individual projects. For example, the city may choose to purchase equipment, and the county may wish to fund a drug task force. On the other hand, funds may also be combined to fund one joint project.

Are disparate jurisdictions required to submit a Memorandum of Understanding (MOU) even if they agree to use the entire award amount for the same purpose?

Yes. A Recovery Act MOU, signed by each jurisdiction's authorized representative, is required from all disparate applicants, regardless of the manner in which funds will be used or distributed. As an example, the county would like to administer a drug court that would benefit all cities listed as disparate. The cities agree with this strategy, and the total allocation is awarded to the county. In this scenario, each city must be included in the Recovery Act MOU, and indicate agreement that the county will receive the total allocation. The Recovery Act MOU must certify that the city or county that does not receive funds: 1) recognizes the funds in question will be provided for a single project; 2) believes the proposed project will provide a direct local benefit to their city or county; and 3) agrees providing funding for a single project is in the best interest of their city/county.

How do we determine how to split the award in a disparate situation?

The units of local government within the disparate jurisdiction must agree upon an allocation process. BJA is not involved in that decision.

What happens if the disparate jurisdictions cannot reach an agreement on how the Recovery JAG funds will be distributed?

Recovery JAG funds are withheld until a Recovery Act MOU signed by the CEO, or the designee, of each unit of local government is submitted.

How do I find out what my jurisdiction's potential allocation is within the disparate allocation process?

Each disparate jurisdiction's eligible amount (based on the formula) is available at [www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html](http://www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html).

How do I provide the Recovery Act MOU to BJA?

When completing your application in GMS, upload the signed Recovery Act MOU as an attachment to that application. If your Recovery JAG grant has already been awarded, fax or email the signed Recovery Act MOU to your State Policy Advisor. Your Recovery JAG award will be withheld until the Recovery Act MOU is received and approved by BJA.

**Reporting:**

What will be the reporting requirements once the Recovery JAG grant is awarded?

Consistent with the Recovery Act emphasis on accountability and transparency, reporting requirements under Recovery Act grant programs will differ from and expand upon OJP's standard reporting requirements for grants. In particular, section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. The information from grantee reports will be posted on a public web site, and receipt of funds will be contingent on meeting the Recovery Act reporting

requirements. Accordingly, grant recipients under this program are required to file a "Certification as to Recovery Act Reporting Requirements."

In addition, funds from a Recovery Act grant must be tracked, accounted for, and reported separately from all other funds (including DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). To the extent that grant funds are available to pay a grantee's administrative expenses, those funds may be used to assist the grantee in meeting the accelerated time-frame and extensive reporting requirements of the Recovery Act.

In addition, all Recovery JAG recipients will be required to follow any applicable provisions of government-wide guidance that may be issued in the future, pursuant to the Recovery Act.

For additional information regarding Recovery JAG Program reporting requirements, please refer to the [Recovery JAG Program solicitations](#) or the [Recovery JAG web page](#).

Are there performance measures?

Yes. Please refer to the [Recovery JAG Program solicitation](#) or the [Recovery JAG web page](#) for the specific performance measures.

#### **Administration:**

How do I receive my Recovery JAG award payments?

Payment requests are made through the Phone-Activated Paperless Request System (PAPRS). Once you request a payment, funds are electronically deposited to your bank account. You must have an up-to-date Automated Clearing House (ACH) banking form on file with the Office of the Chief Financial Officer prior to attempting to access funds. Please see Step 5 Accessing Payment in the Office of Justice Programs [Post Award Instructions](#) for step-by-step guidance.

Where can I find instructions for submitting financial status reports, Recovery JAG progress reports, grant adjustment notices (GAN) and/or closeouts in GMS?

Detailed training guides are available on the [GMS Computer-Based Training web page](#).

How will I be notified when my award is made?

Grantees are automatically notified by email after BJA awards your grant. Because of this, it is critical that contact information entered into your grant application is accurate.

Now that I received my Recovery JAG award, are there any written post-award instructions?

Yes. The online Office of Justice Programs (OJP) [Post-Award Instructions](#) includes detailed guidance.

Can I speak to a live person at BJA regarding my Recovery JAG award?

Please refer to the [BJA State Policy Advisor \(SPA\)](#) list for the appropriate contact. Each state and territory has a designated BJA SPA.

### GRANT SUMMARY SHEET

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

Department/Division:	Travis County Juvenile Probation Department
Contact Person:	Michael Williams
Title:	Senior Financial Analyst
Phone Number:	(512) 854-7011

Grant Title:	USDA School Commodities Program		
Grant Period:	From: July 1, 2009	To: June 30, 2010	
Grantor:	Texas Department of Agriculture		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:						0
Operating:	\$12,600					\$12,600
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	\$12,600	0	0	0	0	\$12,600
FTEs:						0.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Dept. Measures						
Average daily participation in the Program	510+	499	N/A	N/A	N/A	510+
Measures For Grant						
Average daily participation in the Program	510+	499	N/A	N/A	N/A	510+
Number of operating days per year	365	N/A	N/A	N/A	N/A	365
Outcome Impact Description	Number of youth and available surplus of commodities determines the amount of available groceries from the Texas Department of Agriculture.					

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

**PBO Recommendation:**

**Juvenile Probation is requesting Commissioners Court approval of a grant application to continue to participate in the Texas Department of Agriculture's USDA School Commodities Program to receive USDA donated commodities. The department has received this grant for a number of years. It is estimated the department will received \$12,600 worth of goods from this program.**

**This program requires no county match and does not have any obligations on termination of the program. PBO recommends approval of this request.**

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

This is an ongoing grant that provides donated food items to the Juvenile Probation Department.

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

The County is committed and required to provide meals to juveniles held in detention and in the Leadership Academy program. This grant offsets food costs that would otherwise need to be funded by the County.

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

There is no match required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

**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.**

Providing meals to juveniles held in detention or in the Leadership Academy will not stop if this contract ends. If the grant ended, the County would incur the full cost for each meal served.

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

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.**

This grant reduces the overall cost to the County to provide required meals to juveniles held in detention and in the Leadership Academy.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

ADMINISTRATIVE  
SERVICES  
COURT SERVICES  
DETENTION SERVICES  
DOMESTIC RELATIONS  
OFFICE  
PROBATION SERVICES  
RESIDENTIAL SERVICES  
JUVENILE JUSTICE

TO: Travis Gatlin, PBO  
Senior Budget Analyst

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

PREPARED BY: *Michael Williams*  
Michael Williams  
Senior Financial Analyst

SUBJECT: Approval to Submit a Proposal to Continue the USDA School Commodity Program

DATE: March 25, 2009

This proposal is for submission to continue the USDA School Commodity Program. Travis County Juvenile Probation Department has received support from this program for the past several years, and is requesting support for another year. The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy a program of the Juvenile Probation Department. There is no county match associated with this program.

Please review this item and place it on the Commissioner's Court April 7th agenda for their consideration and signature. **The deadline for the return of the signed document to the funder is April 10, 2008.**

Thank you in advance for your attention to this request.

CC: Jim Connolly  
Ruthanne Shockley  
Willie Hayes  
Sylvia Mendoza  
Michael Williams  
DeDe Bell  
Grant File

# TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES  
COMMISSIONER

Dear School Food Authority Food Distribution Program (FDP) Contractor Authorized Representative:

Attached is the annual packet for continued participation in the United States Department of Agriculture (USDA) FDP. This packet contains the forms you must complete for **School Year 2010** (July 1, 2009 through June 30, 2010). Timely submittal of this information will allow your agency to continue to receive USDA-donated commodities without a break in service. Contractors must have an approved commodities agreement in order to receive USDA-donated foods. You may **download and print the required forms and instructions from the Texas Commodity System (TCS)**.

The person (s) designated as Authorized Representative (AR) by the highest official of your agency may sign the forms. A completed packet must be sent to the address listed below by or before February 28, 2009. Failure to return your annual packet by the due date could result in a hold on your National School Lunch Program reimbursement payments, beginning July 1, 2009.

**Attachment 1** lists forms by title and/or number, with brief instructions on completion and submission of each form. Copies of the forms and instructions are also available on the Texas Department of Agriculture (TDA) web site at [www.snptexas.org](http://www.snptexas.org) by selecting the link "FND Forms." Print or copy the appropriate number of each form as directed on Attachment 1. Worksheets for the Group A, Group B, and Group A Bonus Commodities are available through the Texas Commodity System (TCS).

We will return a copy of your approved annual packet for your files. You must retain a copy of all forms and documents for at least three years from the end of the school year or until all audit findings, claims, or litigation have been resolved.

The web site to place commodity requests, manage those requests, and view and print the weekly commodity bulletin is: <https://texascommodity.dhs.state.tx.us/agency>

**Please return all applicable forms to:**

Texas Department of Agriculture  
Food and Nutrition Division – CDP  
P.O. Box 12847  
Austin, Texas 78711

If you have any questions or need additional information, please feel free to contact: Ester Serna at (512) 475-0052 or [ester.serna@tda.state.tx.us](mailto:ester.serna@tda.state.tx.us) or Tamara Barbery at (512) 475-0049 or [tamara.barbery@tda.state.tx.us](mailto:tamara.barbery@tda.state.tx.us)



P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861  
For the Hearing Impaired: (800) 735-2988  
[www.tda.state.tx.us](http://www.tda.state.tx.us)

## ATTACHMENT 1

Food Distribution Program  
All School Food Authorities (except Direct Ship Schools)  
School Year 2009-2010

Application Update

<b>COMPLETE AND RETURN THE FOLLOWING FORMS AS INSTRUCTED</b>		
<b>FORM #</b>	<b>TITLE</b>	<b>INSTRUCTIONS</b>
H1512 (January 2009)	Application for Receipt of USDA-Donated Commodities Schools and Residential Child Care Institutions	Complete an original and make a copy. Return the original and keep the copy for your files. ✓
H4508 (July 2008)	Certificate of Authority	Complete an original and make a copy. Return the original and keep the copy for your files. ✓
	Department of Defense Fresh Fruits and Vegetable (FFV) Program – Detailed Instructions	Retain for your files only if you are applying for the FFV Program. ✓
	Fresh Fruits and Vegetables - Information Sheet School Year 2009-2010	<p><u>Complete the FFV Information Sheet only if you are applying for the FFV Program.</u> ✓</p> <p>Complete and return the original. Keep a copy for your files.</p>
	Amendment No. 1 - Agreement for Commodities (National School Lunch Program) School Year 2009-2010	<p><u>Complete Amendment No. 1 – Agreement for Commodities only if you are applying for the FFV Program.</u> ✓</p> <p>Complete and sign original form. Keep one copy for your files.</p>
	Amendment No. 2 - Agreement for Commodities (National School Lunch Program) School Year 2009-2010	<p><u>Complete Amendment No. 2 – Agreement for Commodities only if you are applying for the FFV Program.</u> ✓</p> <p>Complete and sign original form. Keep one copy for your files.</p>
	Food Distribution Program Farm to School Order Form SY-09/10	<p><u>Complete the Farm to School Order Form only if you are applying for Farm to School.</u> ✓</p> <p>Complete and sign original form. Keep one copy for your files.</p>

THE FOLLOWING INFORMATION SHEETS ARE FOR YOUR ASSISTANCE – DO NOT RETURN		
FORM #	TITLE	INSTRUCTIONS
	Planned Assistance Level (PAL) Calculation Sheet Working Document	Use this form to calculate and record the commitments you intend to take for this school year's program.
	INSTRUCTIONS FOR COMMODITY PROCESSING	Refer to the processing section in this form for detailed instructions and enter the estimated PAL dollar commitment on the PAL Calculation Worksheet, if participation applies.
	SY 2009-2010 Co-Op Coordinator Contact Information	Retain for your use.
	Group A Planned Assistance Level (PAL) Commodities Available For School Year 2009-2010  Group B Planned Assistance Level (PAL) Commodities Available For School Year 2009-2010  Group A Bonus Commodities Available For School Year 2009-2010	Print the list of available commodities in TCS.
YOUR PAL/BONUS REQUESTS NEED TO BE ENTERED INTO TCS NO LATER THAN 3/16/2009		

✓  
✓  
✓  
~~✗~~  
Multiple  
✓  
print

**Application for Receipt of USDA-Donated  
Commodities**

School Food Authority  
(National School Lunch Program and  
Summer Food Service Program)

**SECTION 1: SCHOOL FOOD AUTHORITY (SFA) INFORMATION**

Name of SFA Travis County Juvenile Probation		Federal Tax ID No. 1746000192 2007	
Program (TX) No. (Private Schools, RCCIs & SFSP) 227022A		Commodity Contract No. 75 - F1017	TEA District No. (Public Schools) n/a
Telephone Number (incl. A/C) (512) 854-7007	FAX Number (incl. A/C) (512) 854-7093	E-mail Address Darryl.Beatty@co.travis.tx.us	
Physical Address (Street, City, State, ZIP) 2515 South Congress Avenue/Austin, TX. 78704-5594			County Travis
Mailing Address (if different)			

**SECTION 2: SCHOOL FOOD SERVICE DIRECTOR (SFSD) INFORMATION**

Name of SFSD Willie Hayes	SFSD E-mail Address Willie.Hayes@co.travis.tx.us
SFSD Telephone Number (incl. A/C) (512) 854-5669	SFSD Fax Number (incl. A/C) (512) 854-7093

**SECTION 3: FOOD SERVICE MANAGEMENT COMPANIES**

Do you employ a Food Service Management Company?

Yes

No

**SECTION 4: TYPE OF SFA AND PROGRAM INFORMATION**

A. Identify your SFA type (check one):

- Public School
- Charter School
- Private School
- Residential Child Care Institution (RCCI)

B. Average daily participation (applies to SFSP contractors only)

510

C. Number of operating days per year (applies to SFSP contractors only)

365

**SECTION 5: CURRENT PARTICIPATION STATUS (applies to NSLP contractors only)**

Fresh Fruits and Vegetable Program  
Farm to School Program

Yes  
 Yes

No  
 No

**SECTION 6: TYPE OF ORGANIZATION (OPTIONAL)**

- Government Agency
- Educational Institution
- Nonprofit Organization/Faith-Based
- Other
- Nonprofit Organization/Secular

**CERTIFICATION**

I certify that the information on this form is true and correct to the best of my knowledge, and that I will immediately report to the Texas Department of Agriculture any changes that occur to information submitted in my application. I understand that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Signature – Authorized Representative

Date

Samuel T. Biscoe

County Judge

Printed Name – Authorized Representative

Title – Authorized Representative

105

**With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact the Food Distribution Program.**

**FOR TDA USE ONLY**

<hr/> <p>Signature – TDA Representative</p>	<hr/> <p>Date</p>
---	-------------------

**Form H1512  
Instructions**

**Application for Receipt of USDA-Donated Commodities  
School Food Authority**

01-2009

**PURPOSE**

To document a School Food Authority's (SFA) eligibility to receive USDA-donated commodities. This form is used for SFAs applying for USDA-donated commodities for the National School Lunch Program (NSLP) and the Summer Food Service Program (SFSP).

**PROCEDURE**

**When to Prepare**

SFAs prepare Form H1512 and submit with their completed Food Distribution Program (FDP) and/or SFSP application when applying for a new contract or renewing an existing contract.

**Number of Copies**

Complete an original and one copy.

**Transmittal**

Send the original with your completed FDP and/or SFSP application packet and keep the copy for your files.

**How to Obtain Copies**

Make additional copies as needed or download Form H1512 from the Texas Department of Agriculture website at [www.sntexas.org](http://www.sntexas.org), and click FND Forms on the left hand side of the screen.

**Form Retention**

Keep Form H1512 for three years from the end of the program year. **Exception:** If audit findings, claims or litigation have not been resolved by the end of the retention period, all forms and records must be retained until all issues are resolved.

## DETAILED INSTRUCTIONS

### Section 1 – School Food Authority (SFA) Information

**Name of SFA** – Enter the legal name of the contracting organization that has the ultimate legal responsibility for the agreement with the Texas Department of Agriculture (TDA).

**Program (TX) No.** - For private schools, RCCIs, and SFSP applicants. Enter the contracting organization's seven-digit program number. This number begins with the pre-printed letters "TX." New contracting organizations should leave this space blank.

**Federal Tax ID No.** - Enter the contracting organization's nine-digit Federal Employers Identification Number.

**Commodity Contract No.** - Enter the contracting organization's commodity contract number. New contracting organizations should leave this space blank.

**TEA District No.** - Public schools should enter the TEA district number. Other organizations should leave this space blank. Private schools and RCCIs use the TX No. Other organizations leave this space blank.

**Telephone Number (incl. A/C)** - Enter the school/RCCI's telephone number, including area code.

**Fax Number (incl. A/C)** - Enter the school/RCCI fax number, including area code.

**E-Mail Address** – Enter the e-mail address to which correspondence may be sent for your school/RCCI. If none, enter "none."

**Physical Address** – Enter the physical address for the SFA, including Street or P.O. Box, City, State and Zip.

**County** – Enter the county name in which the school/RCCI is located.

**Mailing Address** – Enter the mailing address, if different from the physical address, of the SFA, including Street or P.O. Box, City, State and Zip.

### Section 2 – School Food Service Director (SFSD) Information

**Name of SFSD** – Enter the name of the SFSD.

**SFSD E-Mail Address** – Enter the e-mail address of the SFSD. If none, enter "none."

**SFSD Telephone Number (incl. A/C)** - Enter the SFSD's telephone number, including area code.

**SFSD Fax Number (incl. A/C)** - Enter the SFSD's fax number, including area code.

### Section 3 – Food Service Management Companies

Self-Explanatory

**Section 4 – Type of SFA and Program Information**

- A. A. Identify your SFA (check one)** – Mark the box that describes your SFA.
- B. B. Average daily participation...** - Applies to SFSP contractors only. Enter the average daily participation at your sites that will be participating in SFSP.
- C. C. Number of Operating Days** – Enter the number of operating days the sites that will be participating in SFSP will serve meals.

**Section 5 – Current Participation Status (This section applies to NSLP contractors only)**

**Indicate your current participation status (yes or no) in the programs listed.**

**Section 6 – Type of Organization (Optional)**

**Mark the box indicating your type of organization. Choose only one. This is an optional item and is not required. This information will not be used to determine eligibility.**

**Certification**

**Signature – Authorized Representative** – A person authorized on Form H1590-W, *Application for Participation (School Food Authority)* or on Form H4508, *Certificate of Authority*, must sign this form.

**Date** – The authorized representative must enter the date he/she signed the form.

**Printed Name – Authorized Representative** – Print the name of the authorized representative signing the form.

**Title – Authorized Representative** – Enter the title of the authorized representative signing the form.

**For TDA Use Only** – Do not write in this space.

Food and Nutrition Division  
**Certificate of Authority**

**This is to certify that the following person(s):**

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Darryl Beatty	Deputy Chief
E-mail Address	Area Code and Telephone Number
Darryl.Beatty@co.travis.tx.us	(512) 854-7007


3/25/09  
 \_\_\_\_\_  
 Signature – Authorized Representative Date of Signature

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Willie Hayes	Food Services Manager
E-mail Address	Area Code and Telephone Number
Willie.Hayes@co.travis.tx.us	(512) 854-5669

\_\_\_\_\_  
 Signature – Authorized Representative Date of Signature

**is (are) designated as an Authorized Representative of**

Name of Contracting Organization		
Travis County Juvenile Probation Department-Gardner Betts		
Address (Street, City, State, ZIP Code)		
2515 South Congress Ave, Austin, TX. 78704-5594		
Program (TX) No.	Contract No.	Commodity Agreement No.
TX – 227022A	75 – F1017	75 – 227022A

**The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.**

**By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements, including amendments, that records are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.**

Name of Official of Contracting Organization (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Samuel T. Biscoe	County Judge
E-mail Address	Area Code and Telephone Number
Sam.Biscoe@co.travis.tx.us	(512) 854-9555

\_\_\_\_\_  
 Signature — Official of Contracting Organization Date of Signature

<b>Deleted Authorized Representatives: A contracting organization may not have more than three (3) authorized representatives, including the official of the contracting agency. If you are deleting an authorized representative, list the name(s) of the individual(s) to be removed as authorized representative(s) below:</b>		
Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative

**For TDA Use Only**

Received By	Date Received

110

**Form H4508  
Instructions**

**Certificate of Authority**

01-2009

**PURPOSE**

To allow the contracting organization to:

- Identify the officials designated to act on the organization's behalf,
- Certify to the accuracy of any and all information submitted to the Texas Department of Agriculture (TDA) by the contracting organization, and
- Record the representatives' signatures.

**PROCEDURE**

**When to Prepare**

When applying or reapplying for participation, and when making a change to current authorized representatives in the:

- Child and Adult Care Food Program (CACFP),
- National School Lunch/School Breakfast Program (NSLP/SBP),
- Special Milk Program (SMP),
- Summer Food Service Program (SFSP),
- Food Distribution Program (FDP),
- Texas Commodity Assistance Program (TEXCAP), or
- Commodity Supplemental Food Program (CSFP).

**Number of Copies**

Complete one original and make a copy.

**Transmittal**

Send the original to your Food and Nutrition Field Operations Office (F&N FOO). Keep a copy for your files. **Exception:** Public and Charter Schools, and Expanded Nutrition Program contractors send the original to the Commodity Distribution Section. Keep a copy for your files.

**How to Obtain Copies**

Make additional copies as needed or download Form H4508 by accessing the TDA website at [www.snptexas.org](http://www.snptexas.org) and click on FND Forms in the menu on the left hand side of the page.

111

## Form Retention

Keep Form H4508 for three years and 90 days after the end of the program year.

**Exception:** If audit findings, claims or litigation have not been resolved by the end of the contract period, all forms and records must be retained until all issues are resolved.

## DETAILED INSTRUCTIONS

**Name of Authorized Representative/Title** — Type or print the name of the officials, in the spaces provided, who will represent the contracting organization by signing correspondence, submitting reports and filing claims for reimbursement with TDA. Use the following format when printing the official's name: prefix (that is, Mr., Ms., Sister, Honorable), first name, middle name or initial, last name and suffix (that is, Jr., M.D., R.N.). Type or print each person's title.

**E-mail Address/Area Code and Telephone Number** — Enter the authorized representative's e-mail address, area code and telephone number. **Note:** To electronically file claims for reimbursement, you must provide an e-mail address for each authorized representative.

Up to three people per program, including the official of the contracting organization, may be authorized to represent the contracting organization.

**Signature — Authorized Representative/Date of Signature** — The person authorized to represent the contracting organization must sign this form exactly as he or she will sign the documents and claims for reimbursement. Enter the date of signature.

**Name of Contracting Organization** — Type or print the name of the contracting organization that has the ultimate legal responsibility for the agreement with TDA.

**Address** — Enter the contracting organization's address (Street, P.O. Box, City, State and ZIP code).

**Program (TX) No.** — Enter the contracting organization's seven-digit program (TX) number. New contracting organizations should leave this space blank.

**Contract No.** — Enter the contracting organization's contract number. New contracting organizations should leave this space blank.

**Commodity Agreement No.** — Enter the contracting organization's commodity agreement number, if applicable. New contracting organizations should leave this space blank.

**Name of Official of Contracting Organization/Title** — Type or print the name and title of the official of the contracting organization in the spaces above the signature. This official must be a chief officer of the governing body, such as chairman of the board of directors, mayor, owner, pastor, etc. Use the following format when printing the official's name: prefix (that is, Mr., Ms., Sister, Honorable), first name, middle name or initial, last name and suffix (that is, Jr., M.D., R.N.). Type or print the official's title.

**E-mail Address/Area Code and Telephone Number** — Enter the official of the contracting organization's e-mail address, area code and telephone number. **Note:** To electronically file claims for reimbursement, you must provide an e-mail address for the official of the contracting organization.

**Signature — Official of Contracting Organization/Date of Signature** — The official of the contracting organization must sign the form in the space provided, designating himself and up to two other persons as authorized representatives. Enter the date of signature.

**Deleted Authorized Representatives** — The contracting organization may have no more than three authorized representatives, including the official of the contracting organization. Enter the name(s) of authorized representatives that should be deleted.

**For TDA Use Only** — Do not write in this section.

**Department of Defense  
Fresh Fruits and Vegetable (FFV) Program  
Detailed Instructions**

The Texas Department of Agriculture (TDA) is continuing their partnership with the Department of Defense (DoD) in allowing recipient agencies to use a portion of their entitlement (planned assistance level-PAL) dollars for the purchase of fresh fruits and vegetables.

**IF NOT interested in the FFV program, please disregard this portion of the application packet and place a "0" in the space provided on the PAL Calculation Work Sheet.**

If interested in the FFV program, please complete the Information Sheet and Amendments 1 and 2, as applicable, and return with the renewal packet for school year 2009-2010

The amount allocated to each recipient agency will be based on a fair share basis.

If you wish to continue ordering produce through DOD after you use the amount allocated to you from your commodity dollars, you may also sign and return amendment #2 which allows you to purchase FFV with Section 4 and 11 dollars. (Section 4 and 11 is the reimbursement money you receive for the meals you serve in the National School Lunch Program.)

If you have questions about the FFV Program, please the commodity distribution office at (512) 475-0044.

**FRESH FRUITS AND VEGETABLES**  
Information Sheet

School Year 2009-2010

If you want to participate during school year 2009-2010 in the FFV Program, please complete this Information Sheet and return it with your contract renewal packet by the designated due date .

1. Request deliveries be made to 1 site(s). Indicate a number in the blank. List below if only one site.

Name of school: Travis County Juvenile Probation

Contact Name: Willie Hayes

Email Address : Willie.Hayes@co.travis.tx.us

Address of school: 2515 South Congress Avenue

City/Zip: Austin, TX. 78704-5594

**If more than one site, attach a list of sites to this survey. Include contact names, email addresses and their physical addresses.**

2. Complete the general information listed below :

School Name: Travis County Juvenile Probation	
Physical Address: 2515 South Congress Ave,	City/Zip: Austin, TX. 78704-5594
Mailing Address: 2515 South Congress Ave	City/Zip: Austin, TX. 78704-5594
Person to contact about ordering or money problems: Willie Hayes	
Telephone Number: (512) 854-5669	Fax number: (512) 854-7093
Commodity contract number: 227022A	Educational Service Center Region Number: 0809-Regional 2003-CO-OP
Email addresses (for report to send to): Willie.Hayes@co.travis.tx.us	

3. List your delivery day preferences (1-5 with 1 being first choice, 2 second choice, etc.). Monday deliveries are not easily accommodated, but every effort will be made to meet your needs.

     Monday   1   Tuesday      Wednesday   2   Thursday      Friday

4. When is the First day of your 2009-2010 school year? July 1, 2009-  
June 30, 2010.

SIGNATURE \_\_\_\_\_

Date 3/20/09

TO BE COMPLETED BY COMMODITY DISTRIBUTION STAFF

Total meals:	ESC Region
--------------	------------

STATE OF TEXAS

COUNTY OF TRAVIS

**AMENDMENT NO. 1**

Agreement for Commodities  
(National School Lunch Program)  
School Year 2009-2010

The Texas Department of Agriculture (TDA), hereinafter referred to as the Distribution Agency (DA) and Travis County Juvenile Probation Department, hereinafter referred to as the Recipient Agency (RA) entered in an agreement effective July 1, 2009, for the purpose of receiving United States Department of Agriculture donated commodities for use in the National School Lunch Program.

**I.**

In order to test the feasibility of using the Department of Defense, Defense Supply Center Philadelphia (DSCP), to purchase and deliver the best quality of fresh fruits and vegetables (fresh product) to shipping points designated by RAs, both parties mutually agree to amend this agreement by adding the following requirements for participation in the Fresh Fruits and Vegetables Project:

**ORDERING SYSTEM**

- a. The RA shall place orders for fresh product directly with Department of Defense, Defense Supply Center Philadelphia by using a Web Based online ordering system called FFAVORS WEB Ordering at <https://www.ffavorsweb.dscp.dla.mil>. This web site includes a complete catalog of items available;
- b. When ordering fresh product, the RA shall include the quantity and requested delivery date (consistent with lead times established by the Defense Supply Office (DSO));
- c. When ordering fresh product, the RA shall identify any unique ordering requirements (e.g. count, size or grade) for DSO to ensure that accurate quality and quantity of fresh product is purchased; and
- d. Notwithstanding normal ordering schedules and lead times, the RA may contact DSCP Customer Service Representative to order from DSCP in cases of an emergency.

**II.**

**SHIPMENT AND DELIVERY**

- a. When the fresh product is shipped to the RA, the RA shall be responsible for off-loading the fresh product from the tailgate within a reasonable time. Often times the vendor will do this for you, but it may not be required for them to do so;
- b. Unless otherwise directed by DSCP, the RA shall exchange any pallets received from prior shipments or from pallets on hand;
- c. If the shipment has not arrived within one hour of the scheduled delivery time, the RA shall notify the DSCP Customer Service Representative and take any corrective action requested by DSCP;
- d. Prior to accepting any shipment, the RA shall count and verify the shipment and annotate any overages or shortages on the vendor's ticket or government bill of lading;
- e. Prior to accepting any shipment, the RA shall inspect the fresh product and call the DSCP if there is any non-conformance, such as product quality or product damaged during shipment, to determine disposition of the product. DSCP shall evaluate any non-conforming fresh product, utilizing Customer Service Representatives, DSCP Product Specialists or FNS or AMS representatives, and advise the RA as to whether to accept or reject the product and what actions to take if the fresh product that has been accepted is later determined to be non-conforming;

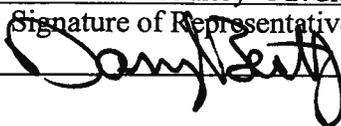
- f. Acceptance of a shipment shall be made by signing and dating the delivery ticket or government bill of lading;
- g. Using the FFAVORS WEB Ordering system, the RA shall enter any quantity discrepancies discovered prior to acceptance or any rejected product within 24 hours of delivery, if any;
- i. Within 24 hours of delivery, the RA shall notify DSCP Customer Service Representative of any quality or condition defect of the fresh product discovered after acceptance of the fresh product; and
- j. The RA shall complete any evaluation form that solicits information on the quality, condition, timeliness, delivery and cost of the fresh produce and quality of DSCP service.

Title to the fresh product shall pass to the RA upon acceptance of the fresh product at the time and place of delivery.

**III.**

All terms and conditions of the original agreement not in conflict with this amendment, are continued in full force and effect.

This amendment is effective upon signature by both parties.

Name of School: Travis County Juvenile Probation Dept.	Texas Department of Agriculture
Signature of Representative: 	Signature of Representative:
Date: 3/25/09	Date:

STATE OF TEXAS

COUNTY OF TRAVIS

**AMENDMENT NO. 2**

Agreement for Commodities  
(National School Lunch Program)  
School Year 2009-2010

The Texas Department of Agriculture (TDA), hereinafter referred to as the Distributing Agency (DA), and Travis County Juvenile Probation Dept., hereinafter referred to as the Recipient Agency (RA) entered into an agreement effective July 1, 2009 for the purpose of receiving United States Department of Agriculture donated commodities for use in the National School Lunch Program (NSLP).

**I.**

In order to test the feasibility of using NSLP Section 4 and 11 funds to purchase fresh fruits and vegetables through the Department of Defense (DOD), Defense Supply Center Philadelphia (DSCP), both parties mutually agree to amend this agreement. The DSCP will purchase and deliver fresh produce to shipping points designated by RAs. The agreement will be amended to include the following requirements for participating in the Section 4 and 11 portion of the Fresh Fruit and Vegetable Project:

**II.**

**ORDERING SYSTEM**

- a. When orders are placed with the DSCP, the RA will identify if the order is to be paid for by the RA with NSLP Section 4 and 11 funds.
- b. Orders will only be placed for items in accordance with the Berry amendment (10 U.S.C. 2241 note). The Berry amendment provides that DOD may purchase only domestic food products unless DOD makes a formal finding that the product cannot be acquired as and when needed in a satisfactory quality and sufficient quantity at U.S. market prices. In addition, the DPSC shall ensure that purchases of fresh product are in accordance with the Buy American requirements of Section 3 (h) of Pub. L.100-237 (U.S.C. 612c note) and 7 C.F.R. 250.23.

**SHIPMENT AND DELIVERY**

- a. The RA will check all deliveries against invoices to ensure proper receipt of fresh products.

**BILLINGS**

- a. The RA shall pay DPSC for all fresh product ordered and delivered. The amount owed shall be the actual case price plus a DPSC surcharge. The surcharge includes all DPSC expenses related to orders, acquisition, vendor invoicing, customer assistance, transportation and cold storage costs.
- b. All billings are to be paid by the RA to the address specified by the DPSC within 30 days using Section 4 and 11 funds from the NSLP reimbursements received by the RA.

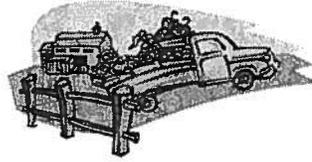
III.

All terms and conditions of the original agreement as amended not in conflict with this amendment, are continued in full force and effect.

This amendment is effective upon signature by both parties.

Name of School: Travis County Juvenile Probation Dept.	Texas Department of Agriculture
Signature of Representative:  3/25/09 Date:	Signature of Representative: Date:

**FOOD DISTRIBUTION PROGRAM**  
**\*\*Farm to School\*\***  
**Order Form**  
**SY-09/10**



**\*\*FAX: 888-237-4958\*\***

ESC Region #: 0809 Regional 2003-CO-OP

Contracted Warehouse for Commodities: (Pilgrim's Pride/PFS - Grand Prairie, PFS Houston, PFS El Paso; Houston Central, Gold Star, H & R, Wilkerson, B & R, etc.):

Gold Star

School Name: Travis County Juvenile Probation

Contact Name: Willie Hayes

Phone Number: (512) 854-5669

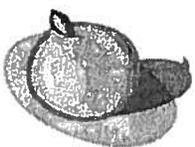
Email Address (please print): Willie.Hayes@co.travis.tx.us

Requested PAL Amount (total for this order): \$1,439.19  
 (must match amount in the TCS Pal Worksheet)

Is this order: In addition to a previous order? No A revision to a previous order? No

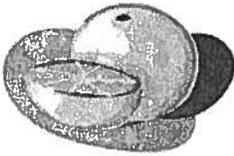
Regular commodity delivery date(s) (i.e. Weekly, 3rd Wednesday, 2nd and 4th Tuesday, 4th full week (Fridays), Pick-up, etc.):  
Every Tuesday of each month.

**\*\*When ordering, please adhere to your regular delivery, or consult with your contracted warehouse to arrange special deliveries\*\***

Item	ESTIMATED Cost per Case	Delivery Period -Week of....	Number of Cases Requested	PAL Amount
A357 - Oranges, Navel Non-Seeded 88 to 113 count 40 lb case **Early* (seeded) variety could be distributed for up to first couple of weeks in season*	\$14.40	26-Oct-09	4	\$ 57.60
		2-Nov-09	4	\$ 57.60
		9-Nov-09	4	\$ 57.60
		7-Dec-09	4	\$ 57.60
		14-Dec-09	4	\$ 57.60
		<b>Total PAL:</b>		
Seeded 88 to 113 count 40 lb case 	\$14.40	8-Feb-10	2	\$ 28.80
		15-Feb-10	2	\$ 28.80
		22-Feb-10	2	\$ 28.80
		1-Mar-10	2	\$ 28.80
		8-Mar-10	2	\$ 28.80
		15-Mar-10	2	\$ 28.80
		22-Mar-10	2	\$ 28.80
		29-Mar-10	2	\$ 28.80
<b>Total PAL:</b>			<b>\$ 230.40</b>	

\*\*Please remember to avoid ordering items during Spring Break\*\*

121

Item	ESTIMATED Cost per Case	Delivery Period -Week of....	Number of Cases Requested	PAL Amount	
A356 - Grapefruit, Red 36 to 40 count 40 lb case 	\$15.70	26-Oct-09	0	\$ -	
		2-Nov-09	0	\$ -	
		9-Nov-09	0	\$ -	
		7-Dec-09	0	\$ -	
		14-Dec-09	0	\$ -	
		8-Feb-10	0	\$ -	
		15-Feb-10	0	\$ -	
		22-Feb-10	0	\$ -	
		1-Mar-10	0	\$ -	
		8-Mar-10	0	\$ -	
		15-Mar-10	0	\$ -	
		22-Mar-10	0	\$ -	
		29-Mar-10	0	\$ -	
					<b>Total PAL:</b>
A215 - Potatoes, Red B size (3/4" to 1 1/2") 50 lb case 	\$26.70	5-Apr-10	2	\$ 53.40	
		12-Apr-10	2	\$ 53.40	
		19-Apr-10	2	\$ 53.40	
		26-Apr-10	2	\$ 53.40	
		3-May-10	2	\$ 53.40	
		10-May-10	2	\$ 53.40	
		17-May-10	2	\$ 53.40	
		24-May-10	2	\$ 53.40	
					<b>Total PAL:</b>
A348 - Watermelons Seedless 30 to 35 lb case, 2 per 	\$15.43	7-Sep-09	1	\$ 15.43	
		14-Sep-09	1	\$ 15.43	
		21-Sep-09	1	\$ 15.43	
		28-Sep-09	1	\$ 15.43	
		5-Oct-09	1	\$ 15.43	
		12-Oct-09	1	\$ 15.43	
		19-Oct-09	1	\$ 15.43	
		26-Oct-09	1	\$ 15.43	
		26-Apr-10	1	\$ 15.43	
		3-May-10	1	\$ 15.43	
		10-May-10	1	\$ 15.43	
		17-May-10	1	\$ 15.43	
		24-May-10	1	\$ 15.43	
					<b>Total PAL:</b>
A343 - Apples Whole 2 1/2"; 125 to 138 count 40 lb case 	\$29.30	21-Sep-09	2	\$ 58.60	
		Gala	28-Sep-09	2	\$ 58.60
		Gala	5-Oct-09	2	\$ 58.60
		Gala	12-Oct-09	2	\$ 58.60
		Gala	19-Oct-09	2	\$ 58.60
					<b>Total PAL:</b>

FAX COMPLETED FORM TO: COMMODITY DISTRIBUTION PROGRAM; 888-237-4958

125





## PLANNED ASSISTANCE LEVEL (PAL) CALCULATION SHEET Working Document

**Purpose:**

Use this document to help you commit your PAL dollars for School Year 2010 (July 2009 – June 2010). The document can also serve as a guide for completing the online PAL Worksheet in TCS.

<b>BEGINNING PAL</b> (Located in TCS)		<u>\$ 12,600.00</u>
A. Processing PAL Commitment	\$ <u>9,900.00</u>	
B. Fresh Fruit & Vegetable PAL Commitment (Estimate 10% of Beginning PAL. Actual amount to be listed in the TCS PAL Worksheet at a later date.)	\$ <u>1,260.00</u>	
C. Farm to School PAL Commitment	\$ <u>1,439.19</u>	
<b>TOTAL PAL COMMITMENT</b> (Add A, B and C)	\$ <u>12,599.19</u>	
<b>REMAINING PAL for A &amp; B Commodity Requests</b> (Beginning PAL minus Total PAL commitment)		\$ <u>.81</u>

Note: The remaining PAL for A & B Commodity Requests should be committed on various commodities in the TCS Commodity Request Module.

**INSTRUCTIONS FOR COMMODITY PROCESSING**

**SCHOOLS NOT LARGE ENOUGH TO PROCESS A TRUCKLOAD OF ONE COMMODITY:**

• **First Step**

If you are not a member of a co-op, you will need to contact one of the co-op coordinators listed in the attached document entitled "List of Co-op Coordinators" for membership information. The co-op coordinator is responsible for developing the Request for Bids/Proposals, awarding bids to commodity processors, for putting truckloads of commodities together, and serving as the liaison between the school and the processor. The task of putting truckloads together is accomplished by having a group of schools "commit" pounds toward making a truckload of one commodity. Commodities diverted for further processing must be in truckload quantity. The co-op coordinator will schedule a date for the members of the co-op to meet to gather truckload information from each school.

• **Second Step**

Use the tables below to determine the overall PAL monies that you are "committing" towards processing. This is done by multiplying the total pounds (for each commodity) you are committing towards processing by the applicable cost per pound. Then list the total dollar amount that you are committing towards commodity processing on the online PAL Calculation Worksheet.

**CO-OP COORDINATORS, DIRECT SHIP SCHOOLS AND SCHOOLS LARGE ENOUGH TO PROCESS ON THEIR OWN:**

• **First Step**

Use the tables below to determine the overall PAL monies that you are "committing" towards processing. This is done by multiplying the total pounds (for each commodity) you are committing towards processing by the applicable cost per pound. Then list the total dollar amount that you are committing towards commodity processing on the online PAL Calculation Worksheet.

• **Second Step**

Access the Texas Commodity System – P506 to enter your requested truckload information. If you do not have security rights to access the online P506, please contact Manuel Flores, 512-475-0063 to request a Security Form. Due date for completing the P506 information is March 16, 2009.

**Available Commodities for Processing**

The following table shows the **Group A PAL** commodities that are traditionally available for processing, the total pounds needed to complete a truckload, as well as the estimated cost per pound for each item.

Commodity	Lbs for Full Truck	Estimated Cost/LB	Commodity	Lbs for Full Truck	Estimated Cost/LB
A521, Chicken, Sm	36,000	\$0.6931	A243, Tomato Paste Bulk, Totes	40,950	\$0.5566
A522, Chicken, Lg	36,000	\$0.6972	A594, Beef, Coarse, Ground	42,000	\$1.9810
A534, Turkey, Bulk	36,000	\$0.9268	A566, Whole Eggs, Bulk	48,000	\$0.7064
A249, Tomato Paste Bulk, Drum	38,520	\$0.6296	A632, Boneless Picnic Hams	40,020	\$0.9577

304.96  
278.88  
370.72  
188.88

440 lb  
440 lb  
400 lb  
300 lb

240  
760 lb  
1800 lb  
1000

133.58  
1505.5  
847.16  
374.68

01/26/09

7134 - 591.00

1143.44

(TOTAL 4,795.88)

3,061.44  
126

Commodity Processing Instructions  
School Year 2009

The following table shows the **Group B PAL** commodities that are available for processing, the total pounds needed to complete a truckload, as well as the estimated cost per pound for each item.

Commodity	Lbs for Full Truck	Estimated Cost/LB	Commodity	Lbs for Full Truck	Estimated Cost/LB
B042, Mozzarella, LMPS <sup>120</sup>	40,320	\$1.6376	B286, Flour Bulk <sup>800</sup>	45,000	\$0.3444
B049, Cheese, Natural Am <sup>120</sup>	40,000	\$1.6376	B480, Peanut Butter, Drum <sup>400</sup>	40,000	\$0.8148
B077, Mozzarella <sup>120</sup>	40,320	\$1.6376	B672, Vegetable Oil, Bulk <sup>1000</sup>	48,000	\$0.6274
B285, Flour Bulk <sup>1600</sup>	45,000	\$0.2461			

196.51  
196.51  
196.51  
393.76

275.52  
325.98  
1254.80

The following table shows **Group A PAL, non-traditional commodities** that may become available for processing, the total pounds needed to complete a truckload, as well as the estimated cost per pound for each item. Note: you may choose these same commodities as a bonus instead of a PAL item. If bonus, then no cost per pound is involved.

Commodity	Lbs for Full Truck	Estimated Cost/LB	Commodity	Lbs for Full Truck	Estimated Cost/LB
A301, Orange Juice, Frz <sup>400</sup>	36,000	\$0.9509	A380, Strawberries <sup>200</sup>	39,600	\$0.7990
A345, Apple Slices, Cnd <sup>300</sup>	35,568	\$0.7197	A408, Peaches, Cnd <sup>400</sup>	36,252	\$0.6998
A346, Apple Slices, Frz <sup>300</sup>	39,600	\$0.5248	A424, Peaches, Frz <sup>400</sup>	38,000	\$0.8068
A358, Apricots, Frz <sup>300</sup>	38,000	\$0.7962	A232, Potatoes, Bulk <sup>600/lb</sup>	40,000	\$0.0810

TOTAL  
983.29

TOTAL  
1856.12

380.36  
215.91  
157.44  
288.86

159.80  
279.92  
322.72  
486.00

Note: Please call 512-475-0063 for activating commodities not listed above.

TOTAL  
992.57

TOTAL  
1248.44

TOTAL  
5,080.52

**SY 2009 - 2010  
Co-Op Coordinator Contact Information**

<b>Recipient Agency</b>	<b>Primary Contact</b>	<b>Phone Number</b>	<b>Fax Number</b>	<b>Email</b>
0802 - ARM Co-Op	Rose Ann Martin	469-593-0104	469-593-0113	roseann.martin@richardson.k12.tx.us
0804 - Gulf Coast Co-Op	Renee Fleishman	713-696-0742	713-696-0720	rfleishman@hcde-texas.org
0805 - Multiregional Co-Op	Randy Lewis	972-348-1448	972-348-1449	randy.lewis@region10.org
0806 - North East TX Co-Op	Priscilla Riedel-Cohan	713-270-0134	713-270-6479	riedel-cohan.priscilla@prideperformance.net
0831 - PriDe of Texas Co-op	Priscilla Riedel-Cohan	713-270-0134	713-270-6479	riedel-cohan.priscilla@prideperformance.net
0807 - Prospering Pals Co-Op	Priscilla Riedel-Cohan	713-270-0134	713-270-6479	riedel-cohan.priscilla@prideperformance.net
0801 - Region 1 Co-Op	Lori Ramos	956-984-6123	956-984-6039	laramos@esconett.org
0808 - Region 5 Co-Op	Jean Kyle	409-951-1782	409-833-9755	iekyle@esc5.net
0809 - Region 2013 Co-Op	Sharon Jonas	210-370-5207	210-370-5754	sharon.jonas@esc20.net
0810 - Tejas Co-Op	Machelle Andrew	512-297-2702	512-297-2702	machelle.andrew@sodexo.com
0844 - TPC Co-Op	Mary Lee Homan	972-462-6073	972-462-6053	homan-marylee@aramark.com
0812 - West TX Co-Op	Judy Gray	806-792-4000 x710	806-785-4829	jgray@esc17.net

258

Last Updated 4-2-09 at 4:55pm

**Texas Commodity Program - Group A PAL Commodity Requests**

Commodity Contract Nbr: 227022A

Beginning PAL: 11,728.74

Uncommitted A &amp; B PAL: \$

Agency Name: TRAVIS COUNTY JUVENILE COURT  
GARDNER HOUSE

PAL Committed for all Group A: \$11,081.85

Program Year: 2009

State-Contracted Warehouse: GOLD STAR FOOD SERVICE - SAN ANTONIO

Status	Nbr	Commodity Name	Cost/Case	Pack Size	Storage	In Whs	Req	Alloc	Bal
<b><u>Group A - Meats/Meat Alternates</u></b>									
		A717 BEEF CRUMB SPP	\$ 71.08	4/10 LB CNTNR	Freezer	0	20	0	20
		A608 BEEF GRD FRZ 40#	\$ 56.17	40 LB CTN	Freezer	0	20	0	20
X		A752 CATFISH STRIPS	\$ 162.20	4/10 LB PKGS	Freezer	0	0	0	0
		A693 HAM FRZ WATER ADDED	\$ 50.12	4/10 LB HAM/CTN	Freezer	0	20	0	20
		A627 PATTIES LEAN 40	\$ 73.84	40 LB CTN	Freezer	0	30	0	30
NEW		A726 PORK HAM CKD FRZ SLC	\$ 62.40	8/5 LB PKG/CTN	Freezer	0	10	0	10
NEW		A727 PORK HAM CUBED FRZ	\$ 62.13	8/5 LB PKG/CTN	Freezer	0	10	0	10
		A672 PORK ROAST FRESH FRZ	\$ 43.11	32-40 LB CTN	Freezer	0	10	0	10
		A742 TUNA 66.5 CAN	\$ 59.76	6/66.5 OZ CANS	Dry	0	20	0	20
<b><u>Group A - Poultry/Eggs</u></b>									
		A507 CHICKEN CND 50	\$ 81.94	12/50 OZ CAN	Dry	0	0	0	0
		A526 CHIX BRD 7 PC	\$ 54.14	30 LB CTN	Freezer	0	0	0	0
NEW		A528 CHIX BURGERS FRZ	\$ 61.22	30 LB CTN	Freezer	0	0	0	0
		A515 CHIX CUT-UP, FRZ	\$ 29.71	40 LB CTN	Freezer	0	5	0	5
		A517 CHIX DICED, FRZ	\$ 77.49	40 LB CTN	Freezer	0	5	0	5
		A563 CHIX FAJITA, FRZ	\$ 55.14	30 LB CTN	Freezer	0	5	4	1
		A568 EGGS WHOLE 5	\$ 16.56	6/5 LB CTN	Freezer	0	10	0	10
		A549 TKY BREAST DELI, FRZ	\$ 58.13	40 LB CONTAINER	Freezer	0	0	0	0
		A565 TKY TACO FILL, FRZ	\$ 41.91	30 LB CONTAINER	Freezer	0	0	0	0
		A548 TURKEY HAMS, FRZ	\$ 54.95	40 LB CTN	Freezer	0	10	0	10
		A537 TURKEY ROASTS, FRZ	\$ 47.63	32-48 LB CTN	Freezer	0	0	0	0
X		A529 TURKEY WHOLE, FRZ	\$ 31.52	30-60 LB CTN	Freezer	0	0	0	0
<b><u>Group A - Vegetables</u></b>									
		A084 BEANS BLKEYE CND	\$ 15.16	6/#10 CAN	Dry	0	5	0	5
		A061 BEANS GREEN #10 CAN	\$ 19.42	6/#10 CAN	Dry	0	5	0	5
		A070 BEANS GREEN FRZ	\$ 18.36	30 LB CTN	Freezer	0	0	0	0
		A079 BEANS PINTO #10 CAN	\$ 15.87	6/#10 CAN	Dry	0	0	0	0
		A942 BEANS PINTO DRY	\$ 9.83	25 LB BAG	Dry	0	11	0	11
		A085 BEANS REFRIED, CAN	\$ 22.21	6/#10 CAN	Dry	0	0	0	0
		A100 CARROTS #10 CAN	\$ 19.60	6/#10 CANS	Dry	0	0	0	0
		A099 CARROTS 30 FROZEN	\$ 14.29	30 LB CTN	Freezer	0	0	0	0
		A129 CORN COBBETTES, FRZ	\$ 19.28	96-EAR CASE	Freezer	0	0	0	0
		A110 CORN LQD #10 CAN	\$ 19.66	6/#10 CAN	Dry	0	10	0	10
		A130 CORN WHOLE KERN FRZ	\$ 17.31	30 LB CTN	Freezer	0	5	0	5
		A140 PEAS #10 CANS	\$ 20.90	6/#10 CAN	Dry	0	10	0	10
		A160 PEAS FRZ	\$ 21.24	30 LB CTN	Freezer	0	0	0	0
		A204 POTATO ROUNDS, FRZ	\$ 13.12	6/5 LB PKG	Freezer	0	0	0	0
NEW		A173 POTATO WEDG FAT FREE	\$ 14.54	6/5 LB PKG	Freezer	0	0	0	0
		A210 POTATOES OVEN, FRZ	\$ 15.21	6/5 LB PKG	Freezer	0	0	0	0

Last Updated 4-2-09 at 4:55pm

**Texas Commodity Program - Group A PAL Commodity Requests**

Commodity Contract Nbr: 227022A

Beginning PAL: 11,728.74

Uncommitted A &amp; B PAL: \$

Agency Name: TRAVIS COUNTY JUVENILE COURT  
GARDNER HOUSE

PAL Committed for all Group A: \$11,081.85

Program Year: 2009

State-Contracted Warehouse: GOLD STAR FOOD SERVICE - SAN ANTONIO

Status	Nbr	Commodity Name	Cost/Case	Pack Size	Storage	Whs	Req	Alloc	Bal
<b>Group A - Vegetables (Continued)</b>									
		A174 POTATOES WEDGES, FRZ	\$ 16.41	6/5 LB PKG	Freezer	0	9	0	9
		A237 SALSA, CND	\$ 19.07	6/# 10 CAN	Dry	0	0	0	0
		A243 SPAGHETTI SAUCE, CND	\$ 14.35	6/#10 CAN	Dry	0	0	0	0
X		A224 SWEET POTATOES FRZ	\$ 22.53	6/5 LB PKG	Freezer	0	0	0	0
		A220 SWEET POTATOES S	\$ 19.96	6/#10 CAN	Dry	0	0	0	0
		A252 TOMATO PASTE CND	\$ 28.59	6/#10 CAN	Dry	0	0	0	0
		A239 TOMATO SAUCE, CND	\$ 14.14	6/#10 CAN	Dry	0	0	0	0
		A241 TOMATOES DICED	\$ 19.72	6/#10 CAN	Dry	0	0	0	0
X		A247 TOMATOES, CND	\$ 12.61	6/#10 CAN	Dry	0	0	0	0
<b>Group A - Fruits</b>									
		A346 APPLE SLICES FRZ IQF	\$ 11.75	30 LB CTN	Freezer	0	0	0	0
		A345 APPLE SLICES, CND	\$ 26.79	6/#10 CAN	Dry	0	0	0	0
		A350 APPLESAUCE CND	\$ 20.53	6/#10 CAN	Dry	0	0	0	0
		A382 APRICOTS DICED 10	\$ 23.61	6/#10 CAN	Dry	0	0	0	0
		A360 APRICOTS CND	\$ 21.14	6/#10 CAN	Dry	0	0	0	0
X		A365 CHERRIES FRZ	\$ 27.52	30 LB CTN	Freezer	0	0	0	0
X		A364 CHERRIES IQF	\$ 36.74	40 LB CTN	Freezer	0	0	0	0
		A470 FRUIT MIX 10, CND	\$ 28.97	6/#10 CAN	Dry	0	0	0	0
X		A300 ORANGE J	\$ 14.74	12/46 OZ CAN	Dry	0	0	0	0
X		A301 ORANGE J FRZ CONC	\$ 20.57	12/32 OZ CAN	Freezer	0	0	0	0
X		A299 ORANGE JUICE SINGLES	\$ 7.50	70/4 OZ CTN	Freezer	0	0	0	0
		A416 PEACH CUPS, FRZ	\$ 30.26	96/4.4 OZ CUP	Freezer	0	0	0	0
		A408 PEACHES CLING CND	\$ 29.19	6/#10 CAN	Dry	0	0	0	0
		A409 PEACHES CLING DICE	\$ 30.46	6/#10 CAN	Dry	0	0	0	0
X		A424 PEACHES FRZ 20	\$ 16.14	20 LB CTN	Freezer	0	0	0	0
		A434 PEARS DICE, CND	\$ 27.19	6/#10 CAN	Dry	0	0	0	0
		A431 PEARS HALVES, CND	\$ 27.93	6/#10 CAN	Dry	0	0	0	0
		A433 PEARS SLC	\$ 25.02	6/#10 CAN	Dry	0	0	0	0
		A375 STRAWBERRIES IQF	\$ 26.76	30 LB CTN	Freezer	0	0	0	0
		A380 STRAWBERRIES SLC	\$ 23.97	30 LB CTN	Freezer	0	0	0	0
		A417 STRAWBERRY CUPS FRZ	\$ 34.56	96/4.5 OZ CUP	Freezer	0	0	0	0

Last Updated 4-2-09 at 4:55pm

### Texas Commodity Program - Group B PAL Commodity Requests

Commodity Contract Nbr: 227022A

Beginning PAL: 11,728.74

Uncommitted A & B PAL: \$

Agency Name: TRAVIS COUNTY JUVENILE COURT  
GARDNER HOUSE

PAL Committed for all Group B: \$0.00

Program Year: 2009

State-Contracted Warehouse: GOLD STAR FOOD SERVICE - SAN ANTONIO

<b>B119 AMERICAN BLEND SL</b>											
<b>Pack Size:</b> 6/5# SLC YELLOW						<b>Total Requested:</b> 0					
<b>Storage Type:</b> Refrigerator						<b>Total Allocated:</b> 0					
<b>Cost/Case:</b> \$45.78						<b>Total Balance:</b> 0					
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B028 CHED RDF SHD W (NEW)</b>											
<b>Pack Size:</b> 6/5 LB						<b>Total Requested:</b> 0					
<b>Storage Type:</b> Refrigerator						<b>Total Allocated:</b> 0					
<b>Cost/Case:</b> \$55.39						<b>Total Balance:</b> 0					
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B027 CHED RDF SHRED Y 6/5</b>											
<b>Pack Size:</b> 6/5 LB						<b>Total Requested:</b> 0					
<b>Storage Type:</b> Refrigerator						<b>Total Allocated:</b> 0					
<b>Cost/Case:</b> \$45.11						<b>Total Balance:</b> 0					
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B034 CHED RDF YELLOW 4/10</b>											
<b>Pack Size:</b> 4/10 LB						<b>Total Requested:</b> 0					
<b>Storage Type:</b> Refrigerator						<b>Total Allocated:</b> 0					
<b>Cost/Case:</b> \$82.49						<b>Total Balance:</b> 0					
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0

131



Last Updated 4-2-09 at 4:55pm

### Texas Commodity Program - Group B PAL Commodity Requests

Commodity Contract Nbr: 227022A

Beginning PAL: 11,728.74

Uncommitted A & B PAL: \$

Agency Name: TRAVIS COUNTY JUVENILE COURT  
GARDNER HOUSE

PAL Committed for all Group B: \$0.00

Program Year: 2009

State-Contracted Warehouse: GOLD STAR FOOD SERVICE - SAN ANTONIO

<b>B031 CHED SHRED Y 6/5</b>											
Pack Size: 6/5 LB						Total Requested: 0					
Storage Type: Refrigerator						Total Allocated: 0					
Cost/Case: \$51.65						Total Balance: 0					
In State-Contracted Warehouse: 0											
	Req	Alloc	Bal		Req	Alloc	Bal		Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B088 CHED YELLOW 4/10 (NO LONGER OFFERED)</b>											
Pack Size: 4/10 LB						Total Requested: 0					
Storage Type: Refrigerator						Total Allocated: 0					
Cost/Case: \$63.32						Total Balance: 0					
In State-Contracted Warehouse: 0											
	Req	Alloc	Bal		Req	Alloc	Bal		Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B064 CHEESE 30 LVS</b>											
Pack Size: 6/5 LB LOAVES						Total Requested: 0					
Storage Type: Refrigerator						Total Allocated: 0					
Cost/Case: \$48.87						Total Balance: 0					
In State-Contracted Warehouse: 0											
	Req	Alloc	Bal		Req	Alloc	Bal		Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B065 CHEESE SLICED YEL</b>											
Pack Size: 6/5 LB SLC LVS						Total Requested: 0					
Storage Type: Refrigerator						Total Allocated: 0					
Cost/Case: \$47.74						Total Balance: 0					
In State-Contracted Warehouse: 0											
	Req	Alloc	Bal		Req	Alloc	Bal		Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0

133



Last Updated 4-2-09 at 4:55pm

### Texas Commodity Program - Group B PAL Commodity Requests

Commodity Contract Nbr: 227022A

Beginning PAL: 11,728.74

Uncommitted A & B PAL: \$

Agency Name: TRAVIS COUNTY JUVENILE COURT  
GARDNER HOUSE

PAL Committed for all Group B: \$0.00

Program Year: 2009

State-Contracted Warehouse: GOLD STAR FOOD SERVICE - SAN ANTONIO

<b>B183 FLOUR AP ENRICH BLCH</b>												
<b>Pack Size:</b> 4/10 LB BAG						<b>Total Requested:</b> 0						
<b>Storage Type:</b> Refrigerator						<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$9.40						<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0												
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	
Jul	0	0	0	Nov	0	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	0	Jun	0	0	0

<b>B351 FLOUR, WHOLE WHEAT</b>												
<b>Pack Size:</b> 4/10 LB BAG						<b>Total Requested:</b> 0						
<b>Storage Type:</b> Refrigerator						<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$15.29						<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0												
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	
Jul	0	0	0	Nov	0	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	0	Jun	0	0	0

<b>B042 MOZ LMPT SKIMLVS FRZ</b>												
<b>Pack Size:</b> 8/6 LB LVS						<b>Total Requested:</b> 0						
<b>Storage Type:</b> Freezer						<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$72.87						<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0												
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	
Jul	0	0	0	Nov	0	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	0	Jun	0	0	0

<b>B035 MOZZ LITE SHRED FRZ</b>												
<b>Pack Size:</b> 30 LB BOX						<b>Total Requested:</b> 0						
<b>Storage Type:</b> Freezer						<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$52.86						<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0												
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	
Jul	0	0	0	Nov	0	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	0	May	0	0	0

135



Last Updated 4-2-09 at 4:55pm

## Texas Commodity Program - Group B PAL Commodity Requests

Commodity Contract Nbr: 227022A

Beginning PAL: 11,728.74

Uncommitted A & B PAL: \$

Agency Name: TRAVIS COUNTY JUVENILE COURT  
GARDNER HOUSE

PAL Committed for all Group B: \$0.00

Program Year: 2009

State-Contracted Warehouse: GOLD STAR FOOD SERVICE - SAN ANTONIO

<b>B473 PEANUT BUTTER SMOOTH</b>											
<b>Pack Size:</b> 6/5 LB					<b>Total Requested:</b> 0						
<b>Storage Type:</b> Dry					<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$24.25					<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B006 QUESO BLANCO CHSE (NO LONGER OFFERED)</b>											
<b>Pack Size:</b> 4/5 LB LOAVES					<b>Total Requested:</b> 0						
<b>Storage Type:</b> Refrigerator					<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$48.20					<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B505 RICE LG MILLED 25</b>											
<b>Pack Size:</b> 25 LB BAG					<b>Total Requested:</b> 0						
<b>Storage Type:</b> Dry					<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$9.02					<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

<b>B840 SPAGHETTI 20</b>											
<b>Pack Size:</b> 20 LB CTN					<b>Total Requested:</b> 0						
<b>Storage Type:</b> Dry					<b>Total Allocated:</b> 0						
<b>Cost/Case:</b> \$9.09					<b>Total Balance:</b> 0						
<b>In State-Contracted Warehouse:</b> 0											
	<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>		<b>Req</b>	<b>Alloc</b>	<b>Bal</b>
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0

137



Last Updated 4-2-09 at 4:55pm

### Texas Commodity Program - Group B PAL Commodity Requests

Commodity Contract Nbr: 227022A

Beginning PAL: 11,728.74

Uncommitted A & B PAL: \$

Agency Name: TRAVIS COUNTY JUVENILE COURT  
GARDNER HOUSE

PAL Committed for all Group B: \$0.00

Program Year: 2009

State-Contracted Warehouse: GOLD STAR FOOD SERVICE - SAN ANTONIO

B477 SUNFLOWER BUTTER (NO LONGER OFFERED)											
Pack Size: 6-5#S						Total Requested: 0					
Storage Type: Dry						Total Allocated: 0					
Cost/Case: \$51.95						Total Balance: 0					
In State-Contracted Warehouse: 0											
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

B670 VEGETABLE OIL, LQD											
Pack Size: 6/1 GAL BOTTLE						Total Requested: 0					
Storage Type: Dry						Total Allocated: 0					
Cost/Case: \$41.88						Total Balance: 0					
In State-Contracted Warehouse: 0											
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

B428 WHL GRN ROTINI 20 (NEW)											
Pack Size: 20 LB CTN						Total Requested: 0					
Storage Type: Dry						Total Allocated: 0					
Cost/Case: \$10.23						Total Balance: 0					
In State-Contracted Warehouse: 0											
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0
Oct	0	0	0	Feb	0	0	0	Jun	0	0	0

B836 WHL GRN SPAGHETTI 20 (NEW)											
Pack Size: 20 LB CTN						Total Requested: 0					
Storage Type: Dry						Total Allocated: 0					
Cost/Case: \$9.49						Total Balance: 0					
In State-Contracted Warehouse: 0											
Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal	Req	Alloc	Bal
Jul	0	0	0	Nov	0	0	0	Mar	0	0	0
Aug	0	0	0	Dec	0	0	0	Apr	0	0	0
Sep	0	0	0	Jan	0	0	0	May	0	0	0

139



### GRANT SUMMARY SHEET

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

Department/Division:	Juvenile Probation Department/ Food Services
Contact Person:	Michael Williams
Title:	Senior Financial Analyst
Phone Number:	(512) 854-7011

Grant Title:	National School Lunch Program/ School Breakfast Program		
Grant Period:	From:	7/1/09	To: 6/30/10
Grantor:	Texas Department of Agriculture		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0					0
Operating:	\$250,000					\$250,000
Capital Equipment:						0
Indirect Costs:						
<b>Total:</b>	<b>\$250,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$250,000</b>
FTEs:						0.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures	N/A	N/A	N/A	N/A	N/A	N/A
Measures For Grant						
Number of children enrolled in program	510+	499	N/A	N/A	N/A	510+
Outcome Impact Description	Number of youth determines lunch and breakfast meals to be reimbursement by the Texas Department of Agriculture.					

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

141

**PBO Recommendation:**

Juvenile Probation is requesting Commissioners Court approval to submit grant application to the Texas Department of Agriculture to continue participation in the National School Lunch Program/School Breakfast Program. This is a grant that Travis County has received for many years and is used to partially fund food costs for juveniles held in detention or in residential treatment.

This grant requires no county match and there is no ongoing funding commitment required. The grant offsets food costs that would otherwise need to be funded by the County.

PBO recommends approval of the request.

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

This is an ongoing grant to provide financial assistance to Travis County in providing school age children with nutritious meals. The County is reimbursed based on the number of meals served to qualified juveniles.

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

The County is committed and required to provide meals to juveniles held in detention and residential. This grant offsets food costs that would otherwise need to be funded by the County.

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

There is no match required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

**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.**

Providing meals to juveniles held in detention and residential will not stop if this contract ends. If the contract ended, the County would incur the full cost for each meal served.

**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.**

This grant reduces the overall cost to the County to provide required meals to juveniles held in detention and residential.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

ADMINISTRATIVE  
SERVICES  
COURT SERVICES  
DETENTION SERVICES  
DOMESTIC RELATIONS  
OFFICE  
PROBATION SERVICES  
RESIDENTIAL SERVICES  
JUVENILE JUSTICE

TO: Travis Gatlin, PBO  
Senior Budget Analyst

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

PREPARED BY: *Michael Williams*  
Michael Williams  
Senior Financial Analyst

SUBJECT: Approval to Submit a Proposal to Continue the National School Lunch/Breakfast program

DATE: March 26, 2009

This proposal is to continue the National School Lunch/Breakfast program. Travis County Juvenile Probation Department has received support from this program for the past several years, and is requesting support for another year. The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy a program of the Juvenile Probation Department. There is no county match associated with this program.

Please review this item and place it on the Commissioner's Court April 7th agenda for their consideration and signature. **The deadline for the return of the signed document to the funder is April 10, 2009.**

Thank you in advance for your attention to this request.

CC: Jim Connolly  
Carol Darby  
Willie Hayes  
Sylvia Mendoza  
Michael Williams  
DeDe Bell  
Grant File

144

# TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES  
COMMISSIONER

March 9, 2009

TO: Contractors participating in National School Lunch Program, School Breakfast Program, Summer Food Service Program, Child and Adult Care Food Program, and the Special Milk Program in Texas

RE: Permanent Agreement with the Texas Department of Agriculture

Dear Contractor:

Over the last few years, the Texas Department of Agriculture (TDA) has become the administering state agency for the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP), and Special Milk Program (SMP) in all participating public, private, and residential facilities in Texas. To standardize service, expectations and understanding while consolidating multiple contracts into a single agreement, TDA has developed a standard Permanent Agreement for all contractors participating in the NSLP, SBP, SFSP, CACFP and SMP in Texas.

Please read the enclosed Permanent Agreement carefully. Sign and return the original to TDA in the enclosed envelope no later than **April 10, 2009**. TDA will review your Permanent Agreement for completeness and accuracy, then sign the original and return a copy to you. After the Permanent Agreement is signed by TDA, the contract will be valid until terminated. As in previous years, annual renewals are still required.

It is extremely important that you complete and return the Permanent Agreement as soon as possible. Payment of claims may be suspended for contractors operating without a valid up-to-date Permanent Agreement in place after the April deadline.

Note that section III of the Permanent Agreement, **Contract Program Administration and Financial Management**, addresses the programs separately. Please read the sub-sections pertaining to the programs operated by your organization carefully. Program-specific information is in Section III of the agreement in the following locations:

- School Nutrition Programs (NSLP & SBP) page 3, sub-section C
- Summer Food Service Program page 7, sub-section D
- Child and Adult Care Food Program page 8, sub-section E
- Special Milk Program page 9, sub-section F

Note that Exhibits A and B apply only to contractors participating in the School Nutrition Programs (NSLP, SBP and SMP). Exhibit C applies only to contractors participating in the



P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861  
For the Hearing Impaired: (800) 735-2988  
[www.TexasAgriculture.gov](http://www.TexasAgriculture.gov)

**TEXAS DEPARTMENT OF AGRICULTURE  
FOOD AND NUTRITION DIVISION**

**PERMANENT AGREEMENT**

75F1017

County/District or Uniform Contract Number (UCN)

**National School Lunch Program, School Breakfast Program,  
Summer Food Service Program, Child and Adult Care Food Program and  
Special Milk Program**

(Travis Cty Juvenile-Prob.)

The Texas Department of Agriculture, hereinafter referred to as TDA, and Travis County, hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

**I.  
DEFINITIONS**

For purposes of this Agreement:

“Contractor” shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture’s (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

“School nutrition programs” shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

- B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
  - 1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;
  - 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
  - 3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
  - 4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;
18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;
19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;
21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:

1. Operate a nonprofit food service during the period specified, as follows:

- a. From May through September for children on school vacation;
- b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or
- c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;

2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;

3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;

4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;

5. Issue a free meal policy statement in accordance with §225.6(c);

6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);

7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;

8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;

9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

**VI.  
IMMIGRATION**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

**VII.  
CERTIFICATIONS**

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

**VIII.  
TERM AND TERMINATION**

- A. This Agreement shall take effect on April 7, 20<sup>09</sup>, or upon signature by appropriately authorized representatives of both Parties, whichever is later.
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.
  2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.
  3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

**CONTRACTOR**

Travis County  
\_\_\_\_\_  
Name of Contracting Organization  
(Please print or type)

By: \_\_\_\_\_  
Signature of the  
official who has been authorized to sign  
contracts on behalf of the contracting organization.

Samuel T. Biscoe  
\_\_\_\_\_  
Name of Official Signing  
(Please print or type)

County Judge  
\_\_\_\_\_  
Title of Official  
(Please print or type)

Date: April 7, 2009

**TEXAS DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_  
TDA Representative

Date: \_\_\_\_\_

Revised January 2009



## Schedule B

<b>School Breakfast Pattern for Traditional Food Based Menu Planning</b>				
<b>Meal Components</b>	<b>Minimum Quantities</b>			<b>USDA Recommendation</b>
	<b>Ages 1-2</b>	<b>Ages 3,4,5</b>	<b>Grades K-12</b>	
<b>Milk (Fluid): As a beverage, on cereal or both.</b>	$\frac{1}{2}$ cup (4 fl oz)	$\frac{3}{4}$ cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
<b>Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.</b>	$\frac{1}{4}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	A juice or fruit or vegetable that is a good source of Vitamin C
<b>Select one serving from each of the following components or two servings from one component:</b>				
<b>Grains/Breads:</b> One of the following or an equivalent combination:				
• Whole-grain or enriched bread	$\frac{1}{2}$ slice	$\frac{1}{2}$ slice	1 slice	See <i>Food Buying Guide for Child Nutrition Programs</i> for serving sizes.  (whichever is less)
• Whole-grain or enriched biscuit, roll, muffin, etc.	$\frac{1}{2}$ serving	$\frac{1}{2}$ serving	1 serving	
• Whole-grain, enriched or fortified cereal.	$\frac{1}{4}$ cup or $\frac{1}{3}$ ounce	$\frac{1}{3}$ cup or $\frac{1}{2}$ ounce	$\frac{3}{4}$ cup or 1 ounce	
<b>Meat/Meat Alternates:</b> One of the following or an equivalent combination:				
• Lean meat, poultry or fish	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	No more than 1 ounce of nuts or seeds may be served in any one meal.
** Alternate protein products (APP)	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	
• Cheese	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.
• Large egg	$\frac{1}{2}$ egg	$\frac{1}{2}$ egg	$\frac{1}{2}$ egg	
• Peanut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	
• Cooked dry beans/peas	2 Tbsp.	2 Tbsp.	4 Tbsp.	
• Nuts and/or seeds	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	
• Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	2 ounces or $\frac{1}{4}$ cup	2 ounces or $\frac{1}{4}$ cup	4 ounces or $\frac{1}{2}$ cup	

\*\* Alternate Protein Products (APP) are also known as Vegetable Protein Products (VPP).

## Schedule D

### School Lunch Pattern for Enhanced Food Based Menu Planning

*Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.*

Meal Component	Minimum Quantities Required For				
	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Option For Grades K-3
Meat or Meat Alternate (quantity of the edible portion as served):					
Lean meat, poultry or fish	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
*Alternative Protein Products (APP)	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Cheese	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Large egg	1/2	3/4	1	1	3/4
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsps.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	8 oz. or 1 cup	6 oz. or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz.= 50%	1 oz.= 50%	1 oz.= 50%	3/4 oz.= 50%
Vegetables/Fruits (2 or more servings from different sources of vegetables or fruits or both).	1/2 cup	1/2 cup	3/4 cup plus additional 1/2 cup over a week <sup>1</sup>	1 cup	3/4 cup
Grains/Breads. Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains.	5 servings per week—minimum of 1/2 per day <sup>1</sup>	8 servings per week—minimum of 1 per day <sup>1</sup>	12 servings per week—minimum of 1 per day <sup>1 2</sup>	15 servings per week—minimum of 1 per day	10 servings per week—minimum of 1 per day <sup>1 2</sup>
Milk (As a beverage).	6 fl. oz.	6 fl. oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.

<sup>1</sup>For the purposes of this chart, a week equals five days.

<sup>2</sup>Up to one grains/breads serving per day may be a dessert.

<sup>3</sup>USDA recommends whole milk for children 1-2 years of age.

\*Alternate Protein Product (APP) also known as Vegetable Protein Product (VPP).

## Schedule F

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels  
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Preschool	Grades K-12	Option for Grades 7-12
Energy Allowances/Calories	388	554	618
Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)
RDA for Protein (g)	5	10	12
RDA for Calcium (mg)	200	257	300
RDA for Iron (mg)	2.5	3.0	3.4
RDA for Vitamin A (RE)	113	197	225
RDA for Vitamin C (mg)	11	13	14

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule G

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels  
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements			Optional
	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowances/Calories	517	664	825	633
Total Fat (as a percent of actual total food energy)	(1)	(1,2)	(2)	(1,2)
Saturated Fat (as a percent of actual total food energy)	(1)	(1,3)	(3)	(1,3)
RDA for Protein (g)	7	10	16	9
RDA for Calcium (mg)	267	286	400	267
RDA for Iron (mg)	3.3	3.5	4.5	3.3
RDA for Vitamin A (RE)	150	224	300	200
RDA for Vitamin C (mg)	14	15	18	15

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule J

### Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1,2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1,3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

**EXHIBIT B**  
**CIVIL RIGHTS POLICY COMPLIANCE FOR**  
**SCHOOL NUTRITION PROGRAMS**  
**(NSLP, SBP and SMP)**

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Contractor.

**EXHIBIT D**

U. S. DEPARTMENT OF AGRICULTURE

---

**Certification Regarding Debarment, Suspension, Ineligibility, and  
Voluntary Exclusion-Lower Tier Covered Transactions**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Travis County  
Organization Name

Travis County Juvenile Probation 2272009A  
PR/Award Number or Project Name

Samuel T. Biscoe  
Name of Authorized Representative

County Judge  
Title

April 7, 2009

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit D (Continued)**

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Exhibit E (cont.)**

N/A Travis County does not pursue lobby activities.

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Exhibit G**  
**Clean Air and Water**

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
  - i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
  - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
  - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:
  - i) The term "Air Act" means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
  - ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
  - iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

**Exhibit G (cont.)**

- iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has , has not  been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

April 7, 2009

(Date)

Signature of Authorized Representative, Bidder

### GRANT SUMMARY SHEET

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

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

<b>Grant Title:</b>	Casey Family Programs Community and Family Reintegration Project		
<b>Grant Period:</b>	From:	3/1/2009	To: 1/1/2010
<b>Grantor:</b>	Casey Family Programs		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:			70,000			70,000
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	0	0	70,000	0	0	70,000
FTEs:						

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Total number of children and their families served	85					85
Children served will be maintained in their homes	90%					90%
(These measures are collected at the end of each fiscal year.)						
<b>Measures For Grant</b>						
Number of families served by Care Coordinator	12	3	3	3	3	12

Outcome Impact Description	Used to track number of families with complex mental health needs served by Care Coordinator					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

Health and Human Services is requesting the approval of a grant contract with the Casey Family Programs to fund a Care Coordinator position that will arrange for youth with complex mental health needs and their families to receive traditional and nontraditional services under the Reintegration Project. The Care Coordinator position is already in place and funded by Casey Family Programs for the last year and a half. County space has been provided for the position since its inception. Under the Memoriam of Understanding (MOU), the position will move to the County and will continued to be funded by the grantor. The department believes there will be better oversight and coordinator between existing County staff and the grant position by moving it to the County. It is anticipated the grantor will provide funding at least the next two years. There is no County match requirement.

PBO recommends approval.

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?

Casey Family Programs is covering the salary and benefits for a Care Coordinator to work with clients referred to the Office of Children’s Services (OCS) in Travis County Health and Human Services and Veterans Service (TCHHSVS). OCS approves these clients for mental health services provided under a contract with Austin Travis County Mental Health and Mental Retardation.

--

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

OCS will provide office space and office equipment for the Care Coordinator. This person is currently working out of a Casey Family Programs office. OCS will find the money internally for the office space and office equipment.

--

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

There is no match required other than the office space and office equipment.

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

The grant does not allow payment of indirect or administrative costs.

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

OCS would still refer clients for mental health services with or without the Casey funds. Discontinuation of the grant would mean there would be one less Care Coordinator to handle referrals.

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

NA

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

The Care Coordinator this grant funds has been working out of the Casey Family offices. The current performance measures for OCS reflect this person's clients.



**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 26, 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:** Community and Family Reintegration Pilot Project

**Proposed Motion:**

Consider and take appropriate action to approve a Memorandum of Understanding between Casey Family Programs, the Texas Department of Family and Protective Services, and Travis County outlining the responsibilities of each party as regards The Community and Family Reintegration Pilot Project.

**Summary and Staff Recommendations:**

Representatives from Travis County Health and Human Services and Veterans Service (TCHHSVS), the Texas Department of Family and Protective Services (TDFPS), and the Casey Family Programs (CFP) have been operating the reintegration project for approximately one year. The goal of the reintegration project is to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

TDFPS refers clients to TCHHSVS which assigns them to a Care Coordinator employed by CFP. This Care Coordinator arranges for the necessary services depending on the needs of the youth. The actual services are provided through a contract Travis County has with Austin Travis County Mental Health and Mental Retardation.

Besides outlining the duties of each party, the MOU will shift the Care Coordinator to Travis County and provide \$70,000 for salary and benefits.

TCHHSVS staff recommends approving the MOU.

**Budgetary and Fiscal Impact:**

The MOU will provide \$70,000 for the Care Coordinator between March 1, 2009 and January 1, 2010.

**Issues and Opportunities:**

Moving the Care Coordinator to Travis County allows for better oversight of services and quality assurance.

**Background:**

The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHS/VS  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mike Crawford, Senior Financial Analyst, Travis County Auditor  
Janice Cohoon, 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



**casey** family programs

fostering families. fostering change.

## **MEMORANDUM OF UNDERSTANDING**

### **(THE COMMUNITY AND FAMILY REINTEGRATION PILOT)**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into as of March 1, 2009 ("Effective Date"), by and between Casey Family Programs ("CFP"), the Texas Department of Family and Protective Services ("TDFPS"), and Travis County through the Travis County Health and Human Services and Veterans Service ("County" or "County HHS").

#### **Preliminary Statement**

**A.** CFP is a nationally accredited Washington nonprofit corporation, whose mission is to provide, improve and ultimately prevent the need for foster care. CFP provides services to children, youth and families, and works with child welfare and other public systems. By 2020, CFP seeks to help child welfare systems: (1) reduce the number of youth in foster care in this country by 50%, (2) reinvest savings from reduced foster care populations to strengthen the system and vulnerable families, and (3) increase the safety and self-sufficiency of youth aging out of foster care as demonstrated by improved education, employment and mental health outcomes (collectively, the "2020 Goals").

**B.** The mission of TDFPS is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by involving clients, families and communities.

**C.** The Travis County HHS&VS unites and coordinates local resources to maintain a system of care in Travis County. Through its Children's Partnership it meets the complex needs of children and youth with serious emotional disturbances in Travis County by creating a collaborative system of care comprised of community partners. The Children's Partnership's local partners include parents and agency representatives from child serving agencies and organizations.

**D.** The parties desire to work together on the terms and conditions set forth in this Agreement, in order to improve outcomes for children in state child welfare systems ("Collaboration"). Through this Collaboration, the parties will create, develop and implement the Community and Family Reintegration Pilot (as more particularly described herein, the "Pilot") pursuant to which wraparound services and advocacy training will be provided to identified youth and their caregivers in order to reunify the youth with his/her kin or birth family. The aim of the Pilot is to reduce the number of youth, especially African American youth, placed in residential treatment through TDFPS, to develop best practice strategies for stepping down youth from residential treatment to a family and community setting, and to inform and help advance achievement of the 2020 Goals.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

## Agreement

### 1. Collaboration and Overview.

**1.1 Service Recipients; Eligibility Requirements.** During the Term of this Agreement, the Pilot will serve twelve (12) youth, ages 5 through 17, who are placed in a moderate to intensive level of care such as a residential treatment facility and whose families reside in Travis County and have an open stage of services with TDFPS. The child will have an Axis I Mental Health diagnosis and receive or require multi-system involvement. Prior to any services (a) TDFPS will have authorized the youth to return to the family setting utilizing the wraparound process, and (b) the families will have agreed to the return of the youth, and to participate in a wraparound process.

**1.2 Referrals; Screening.** Youth will be referred to the Collaboration through TDFPS. The County HHS shall be responsible for eligibility screening and acceptance.

**1.3 Available Services.** Available services through the Pilot shall include the following:

**1.3.1 Access to Provider Network.** In addition to all other services listed herein, eligible youth and their families/caregivers shall have access to a provider network, crisis intervention, and community-based, short-term residential treatment. Intensive services will be provided for 12 to 24 months with an additional step-down and graduation period from the process. Services will be provided pursuant to and under the terms and conditions of applicable provider agreements.

**1.3.2 Parent Liaison Services.** The Pilot will provide families/caregivers with access to a parent liaison ("Parent Liaison"), who is a parent of a child with special needs and who has accessed the community-based social services delivery system. The Parent Liaison will provide education, support and advocacy services, and will inform the Pilot by incorporating the family voice in the Pilot's planning and implementation.

**1.3.3 PESA , Powerful Families, FGC, and Taking Control Training.** In addition to all other available services, identified families/caregivers and youth will be offered the CFP-sponsored Parent Engagement and Self-Advocacy ("PESA") curriculum and Powerful Families training. CFP will offer Family Group Conferencing ("FGC") and Taking Control training to eligible youth and their families/caregivers. Upon request, the County will be provided with copies of all curriculum, training materials and other information related to the trainings provided under this Agreement, and such information will be updated as changes are made to the such trainings.

**1.4 Child and Family Wrap Around Team.** A Child and Family Wrap Around Team, consisting of the family and other persons identified as supports, will be formed to manage the service plan for each eligible youth and his/her family.

**1.5 Systems Improvement Efforts.** The Collaboration's targeted Systems Improvement efforts include the following:

**1.5.1 Mental Health Services.** As part of, and in conjunction with, the Collaboration's efforts to achieve the 2020 Goals, the Pilot will result in a convergence of mental health service providers serving youth in the child welfare system that will be accessed as a unified network. This merging of a large group of providers offers a significant opportunity for coordinating and delivering targeted training that strengthens the providers' ability to more effectively serve youth in the child welfare system with mental health needs.

**1.5.2 Medicaid Coverage.** Through intense interaction and work with families/caregivers as well as the Medicaid department, the Collaboration will address the existing gap in SSI Medicaid coverage when a youth is reunited with birth family, and the resulting effects on

medication availability and continuity of care. The parties' goal is to develop effective solutions that can be reasonably spread and replicated elsewhere. In addition, through the Pilot the parties can document and address the need for the appropriate level of encounters for youth, which Medicaid currently limits to 30 per year.

**1.5.3 Constituency Engagement.** The Pilot will also seek to launch the first Child Welfare Birth Family Support Group in Travis County, which will, along with PESA and Powerful Families trainings, empower a group of birth families to advocate for, and provide input into systems improvement work in Travis County and at the state level. The Pilot will also be evaluated and assessed for replication.

**1.6 Disproportionality.** A major goal of this Collaboration is to reduce the disproportionate number of African American youth in CPS out of home care in Travis County. As African American youth are over-represented in the Travis County Child Welfare System and over-represented in residential treatment placements, the majority of the youth that have been identified to be served in the Pilot are African American. Through the wraparound model, the Pilot will also address disproportionality issues by providing access to a comprehensive array of services that are

- (a) selected based on the desires of the family/caregivers; and
- (b) culturally relevant.

**1.7 Pilot.** The Parties acknowledge that this is a pilot project and that the services provided under this Agreement will be a part of the ongoing development and implementation of the program. Target performance measures will be developed to build baseline data for future evaluations. Where language throughout the Agreement references commitments and activities by the Parties which will be determined throughout the Agreement period, all Parties may have input as to those determinations, including the need, commitment and implementation of such activities. Final determination in each case will be made by the Party providing the resource involved in the determination.

## 2. Oversight, Operations and Evaluation.

**2.1 Collaboration Oversight Committee.** The parties shall form an oversight committee ("Committee") to oversee the Collaboration and the Pilot. Initially, the Committee shall be comprised of CFP's Senior Director – Austin Field Office, TDFPS's Regional Director, and the County HHS's Executive Manager. The Committee shall meet quarterly.

**2.2 Child and Family Wrap Around Team.** The parties will obtain and, as appropriate, incorporate the Child and Family Wrap Around Team's recommendations in the Collaboration work efforts.

**2.3 Operations.** The parties will all be involved in and will work together on the Pilot, but, the County HHS will hire/dedicate staff to manage the day-to-day Collaboration operations. An operations team will meet quarterly to discuss operations issues. The operations team will include designees of the Oversight Committee.

**2.4 Data Collection, Outcome Measurement, and Evaluation.** The parties will implement the Collaboration evaluation, including collecting relevant data for the evaluation. With data provided by, and input from, the other parties, the CFP Research staff, TDFPS Research staff and the County HHS staff will design and implement an evaluation in connection with each youth in the Pilot and the Collaboration itself, focusing on areas such as:

- (a) recidivism,
- (b) stabilization and/or reduction of medication,
- (c) school adjustment/performance,

- (d) caregiver's ability to manage crisis situations and access community resources,
- (e) cost comparisons, and
- (f) youth and caregivers' assessment of the Pilot.

This evaluation will develop a data set by using the Texas state data system, the Travis County HHS data program, the Clinical Manager and CFP's Harmony data system. The research dataset will be considered jointly developed material under Section 9 of this Agreement, and will not be shared with any other party without written permission of the other parties.

**2.5 Reports.** On a quarterly basis, the parties shall jointly prepare a written report on the Pilot, and the parties' Collaboration activities, including:

- (a) progress in achieving Pilot/Collaboration objectives,
- (b) the number of youth/families served through the Pilot/Collaboration,
- (c) service outcomes,
- (d) any funds leveraged/sustainability efforts,
- (e) evaluation progress and assessment of replication potential, and
- (f) any issues that may have arisen, and lessons learned, during the quarter.

The parties will review such reports with the appropriate CFP Managing Director on a quarterly basis.

**2.6 Databases.** Travis County HHS will maintain and report on Harmony Outcome Indicators as defined in a format acceptable to CFP. Harmony Outcome Indicators will be maintained and reported for all youth served through the pilot.

**3. Contributions.** Each party shall make the contributions to the Collaboration as set forth below.

**3.1 CFP Contributions.**

**3.1.1 Funds for Collaboration Costs.** Subject to the terms and conditions of this Agreement, and in addition to all in-kind contributions, CFP shall dedicate up to \$90,000 in total funds to support and defray the costs of the Collaboration as follows:

- (a) \$5,000 for expenses in connection with documenting the best practices of the pilot for spread to other sites.
- (b) up to \$15,000 in 2009 for expenses in connection with the evaluation of the Pilot.
- (c) up to \$70,000 in funds to defray the cost of one (1) full time Case Manager to be employed by the County HHS, which shall be paid a maximum of \$7,000 per month. All payments are subject to receipt of quarterly reports, data input, and monthly invoices.

**3.1.2 Staff.** In addition to the funds for the Case Manager, CFP will provide staff to work with TDFPS and the County HHS to, support and implement the Pilot, including data collection, and assessment of Pilot replication; and Research staff from CFP to help implement the evaluation by supervising local contractors, including data collection, data analysis and report-writing.

- 3.1.3 **Technical Assistance.** CFP will, as appropriate, provide technical assistance on CFP practice tools, methodologies and frameworks or identification of other models related to permanency services, family group decision making, kinship care, transition services, youth and family outcome measurements and other areas as are necessary to the Collaboration's success.
- 3.1.4 **Tools and Training.** CFP shall share and make available its resource materials and tools with, and, where appropriate, provide training on such materials and tools, including Knowing Who You Are, Undoing Racism, and GLBTQ training.
- 3.1.5 **Research.** In addition to providing data, CFP shall provide its research expertise and resources, and lead the evaluation effort in conjunction with the other collaborators, including tracking outcomes associated with the Pilot.

**3.2 TDFPS Contributions.**

- 3.2.1 **Funds for Collaboration Costs.** Subject to the terms and conditions of this Agreement, and in addition to all in-kind contributions, TDFPS shall dedicate up to ~~\$50,576~~ in funds to support and defray the costs of the Collaboration. **\$ 232,000**
- 3.2.2 **Staff.** In addition to the Collaboration oversight provided by its Committee member(s), TDFPS will dedicate staff, as necessary and appropriate, to work with CFP and the County HHS to design, develop, support and implement the Pilot, including data collection, evaluation design and implementation, and assessment of Pilot replication.
- 3.2.3 **Technical Assistance and Training.** TDFPS shall provide consultation and technical assistance, and contribute its expertise, contacts, and data in support of the Collaboration and any potential replication of the Pilot as may be agreed to by the parties, in writing, at a future date.

**3.3 County HHS Contributions.**

- 3.3.1 **Funds for Collaboration Costs.** Subject to the terms and conditions of this Agreement, and applicable terms of existing agreements under which services will be provided, and in addition to all in-kind contributions, the County shall utilize existing flexible funds designated for The Children's Partnership to serve the children identified for this Pilot project. This funding will be accessed only as a payor of last resort for traditional and non-traditional supports and basic needs.
- 3.3.2 **Staff.** In addition to the Collaboration oversight provided by its Committee member(s), County HHS will dedicate one (1) part-time Parent Liaison and one (1) part-time Project Manager, and other staff, as appropriate, to work with TDFPS and CFP to, develop, support and implement the Pilot, including supervision of the Case Manager data collection, evaluation design and implementation, and assessment of Pilot replication.
- 3.3.3 **Training.** The County HHS shall share and make available its resource materials and tools with, and, provide training and supervision to the Case Manager.
- 3.3.4 **Space and Equipment.** The County HHS shall make available at its location a workstation for use by the case manager for Collaboration purposes.

**4. Prohibited Uses.** No Pilot/Collaboration funds or resources shall be used:

- (a) to propagandize or otherwise attempt to influence legislation;
- (b) to influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive;
- (c) for a grant to any other organization; or
- (d) for any expense which would constitute a taxable expenditure within the meaning of Section 4945 of the Code or a prohibited transaction within the meaning of Section 4941 of the Code.

**5. Term, Termination, and Renewal.**

**5.1 Term.** This Agreement commences on the Effective Date and expires on January 1, 2010 ("Term"), unless sooner terminated as provided herein or by written agreement of the parties.

**5.2 Termination.** Notwithstanding the Term, any party may terminate its participation in the Pilot, the Collaboration or otherwise under this Agreement at any time during the Term by giving thirty (30) business days' written notice to the other parties stating the effective date of termination that is at least thirty (30) days after the date of the notice. Upon notice of termination, any obligation of any Party to provide funds in support of the Collaboration shall terminate and, to the extent that any Party has paid any funds to any other party in connection with the Collaboration and/or this Agreement, all such funds remaining on the date of the termination of this Agreement shall promptly be refunded to such Party.

**5.3 Renewal.** The parties may agree to extend the Term of this Agreement in writing signed by the parties. Any such extension/renewal shall include the new/ongoing work plans, budgets, contributions, resources and other requirements for each subsequent year.

**6. Personnel.** The parties acknowledge that interaction with any children, youth or families participating in the Pilot and/or the Collaboration (collectively, "Participants") requires discretion and sensitivity. Each party represents and warrants that its personnel and agents (including employees, volunteers and subcontractors) who interact with Participants shall have been screened through appropriate background checks and shall not have any history indicating that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities or to interact with Participants. Evidence of such history would include conviction of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE. Each Party agrees to have in place a written policy and/or procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 6 of any personnel having direct contact with Participants. Each Party will also have a policy and/or procedures as may be required by and in accordance with the TEXAS CONTROLLED SUBSTANCES ACT. Any Party shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

**7. Confidentiality.** During the Term of the Agreement, the parties may share confidential information or data regarding children, youth or families relevant to the delivery of services to facilitate the Collaboration, including but not limited to names, addresses, physical and mental health data, family history and like information ("Confidential Information"). Each party warrants and agrees that, prior to sharing such Confidential Information:

(a) it is authorized by law and/or has obtained the appropriate consent of the minor and/or his/her legal representative to share such Confidential Information; and

(b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

The parties' obligations in this Section shall survive the Agreement's termination or expiration.

**8. Nondiscrimination Policy.** No person shall be denied benefits or be discriminated against as a Participant on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief. In compliance with the Department of Labor, regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in the admission or access to, treatment or participation in any Program activity.

**9. Ownership of Materials and License to Use.** For purposes of this Section, "Materials" means any written or otherwise documented work product created in connection with this Agreement.

**9.1 Independently-created Materials.** To the extent that any party hereto independently creates Materials for, or contributes Materials to, the Collaboration that are subject to copyright, that party shall hold and retain its copyright to those Materials, subject to a nonexclusive, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other parties to use those materials for purposes consistent with and subject to the provisions of this Agreement.

**9.2 Jointly-created Materials.** To the extent that the parties hereto jointly create Materials either for use in the Collaboration or as a result of the Collaboration that are subject to copyright (e.g., research instruments, research data bases, or published reports of the results of the Collaboration), the parties shall jointly hold the copyright to those Materials. The parties agree to use those Materials for purposes consistent with, and subject to the provisions of, this Agreement. As mutually agreed by the parties, all jointly created Materials shall be designed in a manner that sufficiently incorporates "look and feel" elements to identify all parties to the Collaboration.

**10. Database.** Data collected in connection with the Pilot/Collaboration shall be collected using the TDFPS, County HHS and CFP data systems as well as through youth and parent interviews. All collected data will be combined into a research database. Each party shall receive a copy of the database, excluding names, social security numbers and any other identifying information about any individual. The database shall be deemed to be "Jointly Developed Materials" and shall be subject to the provisions of Section 9.

**11. Issue Resolution.** If a dispute arises from or relates to this Agreement that the Committee is unable to resolve, then the dispute shall be referred to a mutually agreeable mediator within twenty (20) days of a written request for mediation submitted by any party. Unless all of the Parties to this Agreement involved in the dispute are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties agree, in writing, to waive the confidentiality.

**12. Right to Review.** The parties each reserve the right to review and approve in writing, prior to public dissemination or publication, all materials or information relating to this Agreement, the Pilot, the Collaboration and the services provided by the parties under the Collaboration. Materials submitted by one party to the other for review shall be deemed approved if the reviewing party fails to approve or disapprove them within five (5) business days of receipt.

**13. Insurance and Indemnification.**

**13.1 Insurance.** Unless the Party is a self-insured governmental entity, each Party will provide to the other certificates of insurance that evidence the following types and amounts of coverage:

- (a) commercial general and professional liability (if applicable) of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) automobile liability of \$1,000,000 per occurrence; and

- c) property coverage in an amount necessary to cover its property to be used in support of the Collaboration.

**13.2 Governmental Entity Insurance.** Each Party that is a governmental entity hereby represents and warrants that it is self-insured and agrees that it shall maintain such coverage at a level sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards and shall require all subcontractors to have insurance coverage sufficient to cover the needs of the Parties pursuant to applicable generally accepted business standards.

**13.3 Indemnification.** Each party is responsible for its own acts and omissions and those of its directors, officers, employees, representatives and agents. No party is responsible for the acts of third parties. CFP and TDFPS agree and covenant to indemnify and hold the other parties harmless against any liability, loss, claim, or attorney's fees with respect to any acts or omissions of the indemnifying party, its directors, officers, employees, representatives or agents related to the Collaboration or this Agreement. For purposes of this Section, no director, officer, employee, representative or agent of a party is an agent of the other party. The provisions of this Section shall survive the Agreement's termination or expiration.

#### 14. General.

**14.1 Independent Contractor.** This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between any or all of the parties. Each party shall determine the number of days and hours of work of its employees, representatives, agents and subcontractors. Each party shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, representatives, agents, and subcontractors. The Parties expressly acknowledge and agree that each Party is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of any Party shall be considered an employee of any other Party or gain any rights against the other Parties pursuant to that Party's personnel policies. The relationship of the Parties under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

**14.2 Entire Agreement; Modification.** This document contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each party. It is acknowledged by the Parties that only the Commissioners Court has the authority to bind the County, and that no officer, agent, employee or representative of County has any authority to change this Agreement or sign any document or make any type of agreement obligating the County unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by the Commissioners Court.

**14.3 Third Parties.** Nothing in this Agreement, express or implied, is intended to, nor shall be construed to, confer upon any person, firm, or corporation, other than the parties to this Agreement, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

**14.4 Survival.** The terms, conditions and warranties contained in Sections 4, 7, 9, 10, 12, 13 and any other provisions contained in this Agreement that by their sense and context are intended to survive the performance by the parties under this Agreement, shall survive the completion, performance, expiration or termination of the Agreement

- 14.5 No Interpretation Against Drafter.** The terms and conditions of this Agreement were negotiated by the parties, and shall not be construed against the drafter.
- 14.6 Assignment.** Neither party to this Agreement may assign this Agreement or any of its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without the other party's prior written consent, which consent shall not be unreasonably withheld.
- 14.7 Notices.** All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other party in accordance with this Section.
- 14.8 Counterparts.** Counterpart originals of this Agreement may be executed for the convenience of the parties, and each counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CASEY FAMILY PROGRAMS**

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**

By: \_\_\_\_\_  
Ken Patterson  
Managing Director – Field Offices

By: \_\_\_\_\_  
Shelia Brown  
Regional Director

**Notice Address:**  
Casey Family Programs  
5201 East Riverside Dr.  
Austin, TX 78741  
Attn: Ann Stanley – Senior Director  
Telephone: 512.892.5890  
Facsimile: 877.219.9144  
Email: [astanley@casey.org](mailto:astanley@casey.org)

**Notice Address:**  
Texas Department of Family & Protective Services  
14000 Summit Drive, Ste. 100  
Austin, TX 78728  
Attn: Shelia Brown – Regional Director  
Telephone: 512.834.3100  
Facsimile: 512.339.5915  
Email: [shelia.brown@dfps.tx.us](mailto:shelia.brown@dfps.tx.us)

**TRAVIS COUNTY THROUGH TRAVIS COUNTY HEALTH, HUMAN SERVICES AND VETERANS' SERVICES**

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

**Notice Address:**  
Travis County Health and Human Services & Veterans Service  
P.O. Box 1748  
Austin, TX 78767  
Attn: Samuel T. Biscoe – Travis County Judge

178

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Travis County Health and Human Services and Veterans Service
<b>Contact Person/Title:</b>	Deborah Britton 854-4109 OR John Bradshaw 854-4277
<b>Phone Number:</b>	See above.

<b>Grant Title:</b>	21 <sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1		
<b>Grant Period:</b>	From:	8/1/2009	To: 7/31/2010
<b>Grantor:</b>	Texas Education Agency		

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

Grant Categories/ Funding Source	Federal Funds	State Funds*	Local Funds*	County Match	In-Kind	TOTAL
Personnel:	996,637	107,500	50,000			1,154,137
Operating:	894,560					894,560
Capital Equipment:						0
Indirect Costs:	20,803					20,803
<b>Total:</b>	<b>1,912,000</b>	<b>107,500</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>2,069,500</b>
FTEs:	13					13

\*These are funds provided through A.I.S.D. for additional resources for the program

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Facilitate collaboration among providers and implementation of out-of-school programming to meet academic and enrichment opportunities for at-risk youth	750 (at 4 middle schools)	750				3304 (4 middle schools & 10 elementary schools)
Measures For Grant						

Percentage of all 21st CCLC regular program participants whose mathematics and English grades improved from Fall to Spring.	NA					80%
Outcome Impact Description	Students participating in 21 <sup>st</sup> CCLC programs at designated campuses will see an academic achievement, as demonstrated by an improvement in their English grades over the school year.					
Percentage of all 21 <sup>st</sup> Century regular program participants who improve from not proficient to proficient or above in TAKS reading and "TAKS mathematics.	NA					50%
Outcome Impact Description	Students participating in 21 <sup>st</sup> CCLC programs at designated campuses will demonstrate improved TAKS scores in reading and mathematics.					
Percentage of all 21 <sup>st</sup> Century regular program participants with teacher-reported improvement in homework completion and class participation.	NA					80%
Outcome Impact Description	Students participating in 21 <sup>st</sup> CCLC programs at designated campuses will have improved homework completion and class participation.					
Percentage of all 21 <sup>st</sup> CCLC participants with teacher-reported improvements in student behavior.	NA					75%
Outcome Impact Description	Students participating in 21 <sup>st</sup> CCLC programs at designated campuses will demonstrate an improvement in their behavior, as reported by teachers, in a district survey.					
<i>Please note that both the departmental and grant performance measures listed above will be used to establish a baseline for the department.</i>						

**PBO Recommendation:**

HHS & VS placed an item on the Commissioners Court agenda on March 17, 2009, requesting approval to submit a notice of intent to apply for the grant. The item was approved along with other consent items that were not discussed. The deadline to apply for the grant is April 14, 2009. It is being placed on the April 7, 2009, so if any modifications are requested by the Commissioner Court to the application they can be brought back a week later for consideration on the April 14, 2009 due date.

A.I.S.D. currently receives grant funding for after-school programs at nineteen schools, but was recently informed it could only apply for 10 schools at one-time by TEA for this and future grant cycles. There is now a 10 school limit per each requesting lead agency. Health and Human Services and Veterans Services (HHS & VS) is requesting approval to submit a grant application to the Texas Education Agency (TEA) for the 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1 Grant. Under the proposal, Travis County would receive resources to manage after-school programs at 10 elementary schools. These schools are Allan, Allison, Blackshear, Brooke, Galindo, Maplewood, Oak Springs, Rodriguez, Sims, and Sunset Valley.

HHS & VS in consultation with A.I.S.D. has agreed to pursue grant funds in the interest of ensuring continuity of local after-school programming. Allan, Blackshear, Maplewood, Oak Springs, and Sims have programs in place that would end without Travis County applying for the grant funds. All ten of the elementary schools were selected based on criteria determined by A.I.S.D. Each of these schools are also are considered economically disadvantaged and high-risk and would benefit from having after-school program, according to A.I.S.D and HHS & VS.

Travis County will serve as the fiscal agent for the grant and A.I.S.D. will provide curriculum development and training as well as help with program oversight and evaluation. Travis County currently provides funding in HHS for A.I.S.D. to manage after schools programs at Pearce, Webb and Gus Garcia Middle Schools as well as Ann Richards School for Young Women Leaders. In addition, the County also provides after-school resources in the Texas AgriLife Extension Service which is combined with the Americorp Grant Program allowing the 4-H Capital Project to provide programming at 40 after-school programs.

Under the grant proposal, Travis County would be responsible for managing the program, recruiting students, and serving as a liaison with each school's administration along with vendors providing programming services at the 10 elementary schools paid by the grant rather than strictly providing resources for programs that are managed by A.I.S.D. The Texas AgriLife Extension already has a presence of each of the 10 elementary schools in the proposal and would not require any additional resources other than those that could be provided by the grant for programming.

The grant will provide resources for 13 County FTE. Three of the FTE, Grant Administrator, Grant Director, and Bookkeeper will be housed at the Palm Square location. The department has confirmed that there is space for these three staff and any one-time or space costs required will be paid by the grant. There will also be an additional 10 FTE serving as Site Coordinators, which will each be housed at their assigned Elementary School.

The grant would provide up to \$1,912,000 in federal resources passed through the TEA with A.I.S.D. contributing an additional \$157,500 toward the program in Year One. The application is for Year One of a five-year grant. The Year One to Year Three award is anticipated to be \$1,912,000 per year and the grant does not require a County cash match or other matching funds during this period. The grant award does decrease by 25% in Year Four and 50% of the original amount in Year Five. Concerning this decrease, Schedule #4, Part 1 of the Program Summary of the grant application states that "grantees cannot rely on 21st CCLC grant funds alone but must use these funds with other fund sources to develop a comprehensive model and to ensure they have resources in order to fully sustain their program by the end of the grant period." HHS & VS has stated in #10 on Schedule 4B, that "Each partner is committed to working with the community to seek the resources necessary to continue programs in Year 4 and 5 and to sustaining the program for years 6 and 7." While it is the intent of Travis County to work with the community task force (CTF) to develop a strategic sustainability plan from outside sources, it is likely the County's responsibility as the grant recipient to ensure that sustainability for years 6 and 7 and beyond is achieved. There will also likely be the expectation from those receiving services from the program for it to continue in some manner and assumes that the program will be meeting its stated objectives. The table below shows the FY 10 to FY 15 estimated grant award from TEA along with the potential impact to the County assuming a static program budget.

	Year 1 (FY 10)	Year 2 (FY 11)	Year 3 (FY 12)	Year 4 (FY 13)	Year 5 (FY 14)	Year 6 (FY 15)
Grant (TEA)	\$1,912,000	\$1,912,000	\$1,912,000	\$1,434,000	\$956,000	\$0
County (potential full impact)	\$0	\$0	\$0	\$478,000	\$956,000	\$1,912,000
Total	\$1,912,000	\$1,912,000	\$1,912,000	\$1,912,000	\$1,912,000	\$1,912,000

The department and A.I.S.D. have both stated that the programs could be continued at a far lower cost than is shown in FY 13 (Year Four) to FY 15 (Year Five) since first few years typically include some one-time start-up costs.

In addition, the attached Memorandum of Understanding (MOU) approved by A.I.S.D does not include minor changes recommended by the Auditor's Office and the County Attorney's office. The requested changes could not be included before it was approved by A.I.S.D. due to timing issues. If the grant is awarded, a revised MOU with all requested changes will be presented for approval.

The Commissioners Court has been a strong supporter of after-school programs in the past and expanded County funding to include two additional after-school programs located at Gus Garcia and the Ann Richards School for Young Women Leaders in FY 08 and FY 09 with one-time funding. Based on Commissioners Court past support for after-school programs and the positive outcomes for participating students reported in the annual after-school report presented to the Commissioners Court, PBO is supportive of the County applying for these grant funds to provide resources to continue existing programs in five high-risk schools and start programs in an additional five high-risk schools. It is likely that programs for these schools will not be available

in the near term without this County involvement. However, it should also be noted there could also be a significant financial commitment required by the County beginning in FY 13 and beyond to continue these programs as grant funds decrease. PBO also recommends that HHS & VS and A.I.S.D. include annual updates on substantiality of these programs beyond the life of the grant with the annual report for after-school programs presented to the Commissioners Court.

Recommendations for continuation of the grant and potential future funding requests will be based on the availability of funds and the results of the program. PBO recommends approval of the request to submit the grant application.

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

The purpose of the 21<sup>st</sup> CCLC program is to provide extended learning opportunities outside of the regular school day to students in need of academic assistance, particularly students who attend high need, high poverty and low-performing schools, by developing highly effective and rigorous programs.

This grant is an enhancement of an existing County departmental program. If awarded, it will complement the afterschool programming and youth services it currently provides under the HHS/VS Community Services Division and connect with Austin ISD to provide academic, enrichment and youth development type activities needed within up to 10 economically disadvantaged schools of Austin ISD. The 21<sup>st</sup> CCLC program will allow for an expansion of afterschool services provided at middle and high school to elementary schools that currently serve as feeders to those schools.

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

The grant's project period is 5 years. 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.

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

The grant requires no cash, in-kind or other matching funds for the 5 year project period. However, in Years 4 & 5, the award amount, will be decreased by 25% of the total amount each year, respectively. This decrease in funding will be addressed by developing a strong sustainability plan, as described above in #2.

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

HHS/VS will be utilizing its program budget for provision of direct services.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? 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.

HHS/VS Community Services Division will use its own existing departmental resources to ensure that this program continues beyond the grant's project period. It will utilize its existing partnerships, with the Central Texas Afterschool Network and other community groups and service providers to diversify the community funding base for afterschool programming and ensure the 21<sup>st</sup> CCLC program sustainability. .

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

NA

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

The addition of the 21<sup>st</sup> CCLC will allow HHS/VS' Community Service Division (CSD) to expand its existing afterschool/out-of-school programming and allow other CSD programs to intersect their efforts for specific purposes. For example, the Summer Youth Employment/Work-Based Learning Program may be able to use some of the elementary schools as work placement sites for its students. The Neighborhood Conference Committee also will be able to refer younger siblings of the clients it serves to school sites. Overall, the addition of 10 elementary schools through the 21<sup>st</sup> CCLC will allow CSD to expand the number of students it serves through its existing afterschool programming (as reflected in its departmental performance measures).



**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 27, 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:** Submission of Texas 21<sup>st</sup> Century Community Learning Centers  
Grant

**Proposed Motion:**

Consider and take appropriate action to submit the 2009-2010 Texas 21<sup>st</sup> Century Community Learning Centers Cycle 6, Year 1 Grant Application.

**Summary and Staff Recommendations:**

Travis County Health and Human Services and Veterans Service (HHS/VS), in partnership with the Austin Independent School District (AISD), has developed 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, Grant Director, Site Coordinators and a Bookkeeper needed for program service delivery. HHS/VS will contract with afterschool service providers, certified teachers, instructors to provide after-school instruction.

The completed grant proposal package is due to the Texas Education Agency on April 14.

**Budgetary and Fiscal Impact:**

Travis County HHS/VS will be requesting \$1,912,135 for Year 1 of this grant's 5 year project period. This is the grant's total budget for Year 1. The grant requires no cash, in-kind or other matching funds for Years 1-3 of the grant

In Year 4, the grant award would be decreased by 25% and again in Year 5 by 25% of Year 4's amount. The grantor does require that Travis County demonstrate the ability to 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. The grant's total administrative costs for Year 1 are \$67,200 and will assist in defraying costs to Travis county in support of the grant.

**Issues and Opportunities:**

This grant will afford Travis County the opportunity to provide extended learning opportunities outside of the regular school day to students in need of academic assistance, particularly those in high need, high poverty and low-performing schools.

The 21<sup>st</sup> Century Community Learning Center grant program will complement existing afterschool programming and youth services. HHS/VS Community Services Division (CSD) already provides youth and afterschool services at existing middle and high schools. This grant will allow CSD to continue its partnership with Austin ISD to provide academic enrichment and youth development type activities at 10 economically disadvantaged and low performing elementary schools.

**Background:**

HHS/VS will submit its 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

**For TEA Use Only**  
Adjustments made on this form have been confirmed with

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**Allan, Allison, Blackshear, Brooke,  
Galindo, Maplewood, Oak Springs,  
Rodriguez, Sims, Sunset Valley  
Elementary Schools**

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

**Travis County**  
Organization Name

**227-901**  
County District No.

Amendment # \_\_\_\_\_

**74-6000192**  
9-Digit Vendor ID#  
**13**  
ESC Region

NOGA ID No.  
(Assigned by TEA)

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1  
Schedule #1 – General Information**

**Use of the Standard Application System:** This system provides a series of standard schedules to be used as formats by applicants who apply for funds administered by the Texas Education Agency. If additional clarification is needed, please call 512-463-9269.

**Program Authority:** PL107-110. Title IV, Part B-21<sup>st</sup> Century Community Learning Centers

**Project Beginning Date:** August 1, 2009

**Project Ending Date:** July 31, 2010

**Index to this Application:** An X has been placed in the New Application column to indicate each schedule that **must** be submitted as a part of the application. The applicant must place an X in this column for each additional schedule submitted to complete the application. For amendments, the applicant must place an X in the Amendment Application column next to the schedule(s) being submitted as part of the amendment.

Sch No.	Schedule Name	Application	
		New	Amend
1	General Information	X	X
2A	Certification for Inclusion of Participating Schools not under the Jurisdiction of the Fiscal Agent	X	<input type="checkbox"/>
2B	Shared Services Arrangement Certification	<input type="checkbox"/>	<input type="checkbox"/>
3	Purpose of Amendment	NA	X
4	Program Summary	X	NA
4A	Program Abstract	X	<input type="checkbox"/>
4B	Program Description	X	<input type="checkbox"/>
4C	Performance Assessment and Evaluation	X	<input type="checkbox"/>
4D	Equitable Access and Participation- Barriers and Strategies	X	<input type="checkbox"/>
4E	Private Nonprofit School Participation	X	<input type="checkbox"/>
5	Program Budget Summary	X	<input type="checkbox"/>
5B	Payroll Costs 6100	X	X
5C	Professional and Contracted Services 6200	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5D	Supplies and Materials 6300	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5E	Other Operating Costs 6400	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5G	Capital Outlay 6600/15XX (Exclusive of 6619 and 6629)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6A	General Provisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6B	Department and Suspension Certification	X	NA
6C	Lobbying Certification	X	NA
6D	Disclosure of Lobbying Activities	X	NA
6E	NCLB Provisions and Assurances	<input type="checkbox"/>	NA
6F	Program-Specific Provisions and Assurances	X	NA

**Certification and Incorporation**

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, lobbying requirements, Special Provisions and Assurances, and the schedules attached as applicable. It is understood by the applicant that this application constitutes an offer and, if accepted by the Agency or renegotiated to acceptance, will form a binding agreement.

**Authorized Official**

Typed First Name		Initial	Last Name	Title
Samuel		T.	Biscoe	County Judge
Phone	Fax	Email		Signature/Date signed (blue ink preferred)
(512) 854-9555	(512) 854-9535	sam.biscoe@co.travis.tx.us		

**Only the legally responsible party may sign this application.**

6 complete copies of the application, at least 3 with original signature(s), must be received by 5:00 p.m., Tuesday April 14, 2009, in the:

Texas Education Agency  
William B. Travis Bldg.  
Document Control Center, Room 6-108  
.1701 North Congress Avenue  
Austin, Texas 78701-1494

TEA DOCUMENT CONTROL NO. \_\_\_\_\_

187

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_ of TEA by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No.

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #1—General Information**

**Part 2: List of Attachments**

1

**Required for all nonprofit organizations, including open-enrollment charter schools sponsored by a nonprofit organization.**

Current proof of nonprofit status (see instructions and guidelines for acceptable proof) (if applicable)

2

**Required for all applicants:**

All public school districts, open enrollment charter schools, and education service centers (ESCs) must be in compliance with submitting the required annual audit for the immediate prior fiscal year to TEA in the time and manner requested by TEA, and the audit must be determined by the TEA Division of Financial Audits to be in compliance with the applicable audit standards. All applicants must be deemed by TEA to be financially stable at the initial time of preliminary selection for funding to receive a grant award. The TEA Division of Financial Audits will determine financial stability based on the required annual audit for the immediate prior fiscal year.

All nonprofit organizations (excluding nonprofit open enrollment charter schools and public school districts) and for-profit organizations must submit along with this application a copy of the most recent audit or compilation report as specified in Part 1: General and Fiscal Guidelines.

The audit or compilation report will be forwarded to the TEA Division of Financial Audits to determine financial stability. A competitive or continuation grant will not be awarded to an entity that is not financially stable as determined by the Division of Financial Audits at the initial time the determination is made, regardless of the final score or ranking of the application. This determination will be made based upon the financial and other information disclosed in the audit or compilation report submitted with the original grant application. Financial stability will be considered before a grant award is issued for each year of subsequent continuation funding and is a pre-condition for award.

3

**Required for all applicants:**

**Written Agreements**, for services developed through community partnerships (see Part 2: Program Guidelines, TEA Requirement #7 for additional details)

**NOTE:** All applicants are required to complete the reviewer information form and to submit it online by March 13, 2009. Please see Part 2: Program Guidelines, the Reviewer Information Form section, for instructions on how to access and submit the form.

For competitive applications, the application will not be reviewed and scored if any of the required attachments do not accompany the application when it is submitted. Applicants will not be permitted to submit required attachments, or any revisions to those required attachments, after the closing date of the grant. Attach all required attachments to the back of the application as an appendix.

Last Updated: 4/2/09 at 4:55pm

For TEA Use Only  
Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #1--General Information**

**Part 3: Applicant Information**

**Organization Information**

Organization Name

Travis County, Health and Human Services & Veterans Service

Mailing Address Line - 1

Mailing Address Line - 2

City

State

Zip Code

100 N. IH 35

Suite 3200

Austin

TX

78701

Campus Name (if application is for a single campus-based project)

Campus Number

Mailing Address Line - 1

Mailing Address Line - 2

City

State

Zip Code

**Applicant Contacts**

**Primary Contact**

First Name

Initial

Last Name

Title

Deborah

Britton

Director, Community Services Division

Telephone

Fax

Email

(512) 854-4109

(512) 854-4864

Deborah.Britton@co.travis.tx.us

Mailing Address Line - 1

Mailing Address Line - 2

City

State

Zip Code

100 N. IH 35, Suite 3200

Austin

TX

78701

**Secondary Contact**

First Name

Initial

Last Name

Title

John

Bradshaw

Contract Specialist

Telephone

Fax

E-mail

512-854-4277

512-854-4123

John.Bradshaw@co.travis.tx.us

Mailing Address Line - 1

Mailing Address Line - 2

City

State

Zip Code

100 North IH 35, Suite 3700

P.O. Box 1748

Austin

TX

78767

189

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No.

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1  
Schedule #2A—Certification for Inclusion of Participating Schools**

The undersigned principals and their superintendents have read the Texas 21st CCLC, Cycle 6, Year 1, application and approve the inclusion of the named campuses to be submitted as an active participant in the grant program. The campuses identified meet the eligibility requirements and are not included in any other Texas 21<sup>st</sup> CCLC grant.

NOTE: Reproduce this page as necessary.

**Campus Name: Allan Elementary School**

District Name: Austin Independent School District      County District Number: 227-901

Principal Name: Letty Botello

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

**Campus Name: Allison Elementary School**

District Name: Austin Independent School District      County District Number: \_\_\_\_\_

Principal Name: Lupe Velasquez

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

**Campus Name: Blackshear Elementary School**

District Name: Austin Independent School District      County district number: \_\_\_\_\_

Principal Name: Thelma Longoria

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

**Campus Name: Brooke Elementary School**

District Name: Austin Independent School District      County district number: \_\_\_\_\_

Principal Name: Olivia Del Valle

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

**Campus Name: Galindo Elementary School**

District Name: Austin Independent School District      County district number: \_\_\_\_\_

Principal Name: Donna Linn

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

190

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No.

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1  
Schedule #2A—Certification for Inclusion of Participating Schools**

The undersigned principals and their superintendents have read the Texas 21st CCLC, Cycle 6, Year 1, application and approve the inclusion of the named campuses to be submitted as an active participant in the grant program. The campuses identified meet the eligibility requirements and are not included in any other Texas 21<sup>st</sup> CCLC grant.

NOTE: Reproduce this page as necessary.

**Campus Name: Maplewood Elementary School**

District Name: Austin Independent School District      County District Number: 227-901

Principal Name: Luiz Lazaro

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

**Campus Name: Oak Springs Elementary School**

District Name: Austin Independent School District      County District Number: \_\_\_\_\_

Principal Name: Monica Woods

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date Signed: \_\_\_\_\_

**Campus Name: Rodriguez Elementary School**

District Name: Austin Independent School District      County district number: \_\_\_\_\_

Principal Name: Susie Cunningham

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

**Campus Name: Sims Elementary School**

District Name: Austin Independent School District      County district number: \_\_\_\_\_

Principal Name: Freda Mills

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

**Campus Name: Sunset Valley Elementary School**

District Name: Austin Independent School District      County district number: \_\_\_\_\_

Principal Name: Kim Placker

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

Superintendent Name: Pascal D. Forgione, Jr., Ph.D.

Signature: \_\_\_\_\_      Date signed: \_\_\_\_\_

191

**For TEA Use Only**  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)  
 School Year 2009-2010**

227-901  
 County District No.  
 \_\_\_\_\_  
 Amendment No.

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1  
 Schedule #2B—Shared Services Arrangement Certification**

I, as one of the above member district authorized officials, certify that to the best of my knowledge, the information contained in this application is correct and complete, that the local education agency (LEA) that I represent has authorized me to file this application, and that such authorization action is recorded in the minutes of the agency's board meeting.

The participating or intermediate education agency named has been designated as the administrative and fiscal agent for this project and is authorized to receive and expend funds for the conduct of this project. The fiscal agent is accountable for all shared services arrangement activities and is therefore responsible for ensuring that all funds including payments to members of shared services arrangements are expended in accordance with applicable laws and regulations.

All participating agencies have entered into a written shared services agreement which describes the responsibilities of the fiscal agent and SSA members, including the refund liability that may result from on-site monitoring or audits and the final disposition of equipment, facilities, and materials purchased for this project from funds specified below.

It is understood that the fiscal agent is responsible for the refund for any exceptions taken as a result of on-site monitoring or audits; however, based upon the SHARED SERVICES AGREEMENT, which must be on file with the fiscal agent for review, the fiscal agent may have recourse to the member \_\_\_\_\_ where the discrepancy (ies) occurred.

Any additional funds that result from an increase will not require additional signatures. **Each member identified below acknowledges accountability for the requirements contained in Schedules #6A and #6F as applicable.** Each member district certifies that the agreement to participate in the Shared Services Arrangement, as stated throughout this grant application.

**Part 1: Participant List**

NOTE: Reproduce this page as necessary to include all parties in the SSA.

	County-District # And Name	Authorized Official Name And Signature	Telephone Number And E-Mail Address	Funding Amount
<b>Fiscal Agent</b>				
1		Signature		
<b>Member Districts/Open-Enrollment Charter Schools</b>				
2		Signature		
3		Signature		
4		Signature		
5		Signature		
6		Signature		
7		Signature		

19

**For TEA Use Only**  
Last Updated 4-2-09 at 4:55pm  
Adjustments and/or annotations made  
on this have been confirmed with \_\_\_\_\_

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

227-901  
County District No.

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**School Year 2009-2010**

Amendment No. \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1  
Schedule #2B—Shared Services Arrangement Certification (Cont.)**

**Part 1: Participant List**

NOTE: Reproduce this page as necessary, to include all parties in the SSA.

	<b>County-District # And Name</b>	<b>Authorized Official Name And Signature</b>	<b>Telephone Number And E-Mail Address</b>	<b>Funding Amount</b>
<b>Member Districts/Open-Enrollment Charter Schools</b>				
8				
		Signature		
9				
		Signature		
10				
		Signature		
11				
		Signature		
12				
		Signature		
13				
		Signature		
14				
		Signature		
15				
		Signature		
16				
		Signature		
17				
		Signature		
18				
		Signature		
19				
		Signature		
20				
		Signature		
21				
		Signature		
22				
		Signature		

**N/A**

195

**For TEA Use Only**  
Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA.

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

227-901  
County District No.

**School Year 2009-2010**

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1  
Schedule #4—Program Summary**

**Part 1: Grant Program Information.** A brief summary of the grant program's purpose, goals, and description is provided here for easy reference.

**Summary of Program: Purpose and Goals**

The purpose of the program is to provide high quality extended learning opportunities outside of the regular school day to students in need of academic assistance by developing highly effective and rigorous programs. Programs must provide quality academic assistance and enrichment opportunities to help students meet academic standards and graduate ready for college and/or the workforce. Additionally, priority will be given to serve school(s) that have been identified as in need of improvement under Title I, Section 1116 School Improvement.

Texas 21<sup>st</sup> CCLC programs will be designed based on a campus needs assessment and/or the campus improvement plan and in a collaborative, comprehensive and coordinated approach. Eligible applicants must demonstrate experience, or promise of success, in providing educational and related activities that will complement and enhance the academic performance, academic achievement and positive youth development of the students. Each center will be developed with a specific framework that establishes a foundation for effective implementation and high quality programs for the attainment of agency objectives. TEA has developed a comprehensive Four Component Activity Guide (see Appendix 2: Four Component Activity Guide, Part 3: Schedule Instructions for a full list of activities) that all grantees must follow when developing activities.

The primary goal of TEA is that all students will graduate prepared for postsecondary education and/or the workforce. The five main objectives of the Texas 21<sup>st</sup> CCLC program are to improve academics, attendance, behavior, and to improve promotion, and graduation rates.

Grantees must develop strategies that complement the agencies overarching goals and objectives and that ultimately contribute to sustainability. Grantees must use funds to build or expand a systemic infrastructure of extended learning opportunities to replicate across their district. **Grantees cannot rely on 21<sup>st</sup> CCLC grant funds alone but must use these funds with other fund sources to develop a comprehensive model and to ensure they have resources in order to fully sustain their programs by the end of the grant period.** Community support, partnerships and local buy-in are essential to the success of a self-sustaining program. Therefore, in order to assist grantees in accomplishing the goal of sustainability, TEA will provide research-based training and high-quality technical assistance, in addition to providing program implementation assurance monitoring, and program outreach materials for grantees to utilize throughout the grant period.

**Program Description**

The Texas 21<sup>st</sup> CCLC program is designed to ensure highly effective extended learning opportunity programs to assist students in meeting academic standards in core academic subjects (math, reading, science, social studies). Program activities in Texas 21<sup>st</sup> CCLCs must be designed as innovative and interactive, using new and unique hands-on methods of instruction to assist student learning and the ability to make connections, which can be utilized during the regular school day. The overall program is inclusive of specific core elements based on recommended principles and effective strategies to ensure successful and effective programs that will help students meet academic standards and graduate from high school, and become prepared for college and/or the work force.

The 21<sup>st</sup> CCLC Program is not designed to encourage the casual "drop-in" or one-time participants since positive academic achievement is not gained through random attendance. Efforts must be made to effectively coordinate activities with regular school calendars (holidays, spring break, TAKS testing, summer break etc.) and design programs that meet the academic needs of the students they serve.

191

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)****School Year 2009-2010**227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1****Schedule #4A—Program Abstract: Part 1: Center Information**

Every applicant must complete this schedule. Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites.

**Center Overview**

Center #	9 digit Campus ID#	Name of Host Site	Physical Address	City	Zip	Phone Number (including ext.)	# of campuses at each site	Grade Levels Taught (X to X)
1	227-901-142	Allan Elementary School	4900 Gonzales	Austin	78702	(512) 414-2304	1	K-5
2	227-901-101	Allison Elementary School	515 Vargas Rd.	Austin	78741	(512) 414-2004	1	K-6
3	227-901-105	Blackshear Elementary School	1712 East 11 <sup>th</sup> Street	Austin	78702	(512) 414-2021	1	K-5
4	227-901-108	Brooke Elementary School	3100 East 4 <sup>th</sup> Street	Austin	78702	(512) 414-2043	1	K-5
5	227-901-176	Galindo Elementary School	3800 S. 2 <sup>nd</sup> Street	Austin	78704	(512) 414-1756	1	K-5
6	227-901-122	Maplewood Elementary School	3808 Maplewood Ave.	Austin	78722	(512) 414-4402	1	K-6
7	227-901-125	Oak Springs Elementary School	3601 Webberville Road	Austin	78702	(512) 414-4413	1	K-5
8	227-901-174	Rodriguez Elementary School	4400 Franklin Park Drive	Austin	78744	(512) 841-7200	1	K-5
9	227-901-139	Sims Elementary School	1203 Springdale Road	Austin	78721	(512) 414-4488	1	K-5
10	227-901-158	Sunset Valley Elementary School	3000 Jones Road	Austin	78745	(512) 414-2392	1	K-5

**Describe the geographic location and proximity of centers served in relation to the location of the fiscal agent. In addition, confirm whether any of the proposed centers have been previously funded with a 21<sup>st</sup> CCLC grant.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Each center listed above is located within the Austin Independent School District boundaries. Maplewood Elementary Schools is located in central Austin, a neighborhood that is growing rapidly with shifting demographics. Galindo, Rodriguez, and Sunset Valley are located in south Austin, an area known for high rates of gang activity. The remaining campuses are located in the northeast area of the city, the poorest area of Austin with the highest rates of crime and rapidly changing demographics. The administration office of Travis County Health and Human Services is situated near the middle of town. Each school included in this proposal is no more than 15 minutes away from the fiscal agent. This would allow for adequate oversight for programs at each of the targeted schools

Blackshear, Oak Springs, and Sims currently receive AISD Cycle 2 funding. Allan and Maplewood currently receive AISD Cycle 3 funding that will end August 31, 2009. Allison, Brooke, Galindo, Rodriguez, and Sunset Valley Elementary Schools have not previously been funded with a 21<sup>st</sup> CCLC grant.

Last Modified: 4/2/09 at 1:55pm For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
--	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

Allan Elementary School	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address				
City				
Zip				
Telephone #				
9 digit Campus ID#				

No Feeder/Adjunct Sites

**Describe the geographic location and proximity of feeder schools served in relation to the host site.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

Allan Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	X				
Did the site receive Title I, Part A, funds in 2008/2009?	X				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

No Feeder/Adjunct Sites

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	<u>227-901</u> County District No.  _____ Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

Allison Elementary School	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address				
City				
Zip				
Telephone #				
9 digit Campus ID#				

No Feeder/Adjunct Sites

**Describe the geographic location and proximity of feeder schools served in relation to the host site.**  
 (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

Allison Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	X				
Did the site receive Title I, Part A, funds in 2008/2009?	X				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

No Feeder/Adjunct Sites

19

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

Blackshear Elementary School	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address				
City				
Zip				
Telephone #				
9 digit Campus ID#				

No Feeder/Adjunct Sites

**Describe the geographic location and proximity of feeder schools served in relation to the host site.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

Blackshear Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	X				
Did the site receive Title I, Part A, funds in 2008/2009?	X				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

No Feeder/Adjunct Sites

19

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	<b>227-901</b> County District No.  Amendment No _____
---	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

<b>Brooke Elementary School</b>	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address				
City	<b>No Feeder/Adjunct Sites</b>			
Zip				
Telephone #				
9 digit Campus ID#				

**Describe the geographic location and proximity of feeder schools served in relation to the host site.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

<b>Brooke Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	<b>X</b>	<b>No Feeder/Adjunct Sites</b>			
Did the site receive Title I, Part A, funds in 2008/2009?	<b>X</b>				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

19

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

<b>Galindo Elementary School</b>	<b>Feeder/Adjunct Site #1</b>	<b>Feeder/Adjunct Site #2</b>	<b>Feeder/Adjunct Site #3</b>	<b>Feeder/Adjunct Site #4</b>
Name				
Physical Address				
City				
Zip				
Telephone #				
9 digit Campus ID#				

**No Feeder/Adjunct Sites**

**Describe the geographic location and proximity of feeder schools served in relation to the host site.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

<b>Galindo Elementary School</b>	<b>Host Site</b>	<b>Feeder/Adjunct Site #1</b>	<b>Feeder/Adjunct Site #2</b>	<b>Feeder/Adjunct Site #3</b>	<b>Feeder/Adjunct Site #4</b>
Was this a Title I school-wide campus in 2008-2009?	<b>X</b>				
Did the site receive Title I, Part A, funds in 2008/2009?	<b>X</b>				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

**No Feeder/Adjunct Sites**

*20x*

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	<u>227-901</u> County District No.  Amendment No
---	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

Maplewood Elementary School	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address	<b>No Feeder/Adjunct Sites</b>			
City				
Zip				
Telephone #				
9 digit Campus ID#				

**Describe the geographic location and proximity of feeder schools served in relation to the host site.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

Maplewood Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	<b>X</b>	<b>No Feeder/Adjunct Sites</b>			
Did the site receive Title I, Part A, funds in 2008/2009?	<b>X</b>				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  _____ Amendment No
---	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

Oak Springs Elementary School	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address				
City				
Zip				
Telephone #				
9 digit Campus ID#				

No Feeder/Adjunct Sites

**Describe the geographic location and proximity of feeder schools served in relation to the host site.**  
 (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

Oak Springs Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	X				
Did the site receive Title I, Part A, funds in 2008/2009?	X				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

No Feeder/Adjunct Sites

202

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

<b>Rodriguez Elementary School</b>	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address	<b>No Feeder/Adjunct Sites</b>			
City				
Zip				
Telephone #				
9 digit Campus ID#				

**Describe the geographic location and proximity of feeder schools served in relation to the host site.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

<b>Rodriguez Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	<b>X</b>	<b>No Feeder/Adjunct Sites</b>			
Did the site receive Title I, Part A, funds in 2008/2009?	<b>X</b>				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**  
**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

Sims Elementary School	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address	<b>No Feeder/Adjunct Sites</b>			
City				
Zip				
Telephone #				
9 digit Campus ID#				

**Describe the geographic location and proximity of feeder schools served in relation to the host site.**  
 (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

Sims Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	<b>X</b>	<b>No Feeder/Adjunct Sites</b>			
Did the site receive Title I, Part A, funds in 2008/2009?	<b>X</b>				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 1: Feeder/Adjunct Site Information.**

<b>Sunset Valley Elementary School</b>	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Name				
Physical Address				
City	<b>No Feeder/Adjunct Sites</b>			
Zip				
Telephone #				
9 digit Campus ID#				

**Describe the geographic location and proximity of feeder schools served in relation to the host site.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Chart 2: Title 1 Information.** Identify the Title I status for each feeder/adjunct site by entering an "X" in relevant boxes in the table below.

<b>Sunset Valley Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Was this a Title I school-wide campus in 2008-2009?	<b>X</b>	<b>No Feeder/Adjunct Sites</b>			
Did the site receive Title I, Part A, funds in 2008/2009?	<b>X</b>				
Was the site a Title I, Part A, Campus in Need of Improvement for 2008-2009?					

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary.**

**Does applicant propose to serve 50% or more eligible schools designated as In Need of Improvement?**  
Yes  No

**If yes, does applicant include at least one school not identified as In Need of Improvement? Yes  No .**  
**Please explain your answer in the box below.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**If no, does the applicant establish feeder pattern to include at least 50% schools not designated as In Need of Improvement. Yes  No .**  
**Please explain your answer in the box below.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

The ten schools included in this application are not designated as In Need of Improvement. Eight of the 10 schools in this application feed into secondary schools that are designated as In Need of Improvement. The following feeder patterns have been established.

- Galindo Elementary School → Fulmore Middle School → Travis High School
- Rodriguez → Mendez Middle School → Travis High School
- Sims → Reagan High School
- Allan, Allison, Blackshear, Brooke, and Oak Springs Elementary Schools → \*Eastside Memorial High School

\*Eastside Memorial is the former Johnston campus. The school was repurposed in the fall of 2008. Johnston (now Eastside Memorial) is listed in the TEA *School Year 2008-09 School Improvement Status, Campus List, Final Data* as a school In Need of Improvement. The school continues to be under the supervision of the TEA Management Team.

**Chart 3: Specially Designated Schools.** Enter an "X" in all boxes that apply.

	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Juvenile Justice Alternative Ed Program (JJAEP)					
Disciplinary Alternative Ed Program (DAEP)					
Magnet School					
Charter School					
Alternative Instructional Unit					
Private School Accredited					
Private School Non-Accredited					
Other: Specify					

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Allan Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	300				
Percentage of student classified as at-risk	74.6%				
Number of students receiving free/reduced lunch	391				
Percent of economically disadvantaged	96.8%				
Percent of students defined as LEP	51.5%				
Total number of African American students	28				
Total number of Hispanic students	396				
Total number of White students	5				
Total number of other students	0				
Percent of Special Education	12.2%				
Percent of students retained	4.27%				
Percent of students passing for all TAKS tests taken	61%				
Percent of students that Met Standard in Reading	76%				
Percent of students that Met Standard in Math	78%				
Percent of students that Met Standard in Science	51%				
Attendance Rate	97.2%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	AA				

No Feeder/Adjunct Sites

201

Last Updated 4-2-09 at 4:55pm  
**For TEA Use Only**  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**  
**School Year 2009-2010**

227-901  
 County District No.  
 \_\_\_\_\_  
 Amendment No

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Allison Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	364				
Percentage of student classified as at-risk	72.8%				
Number of students receiving free/reduced lunch	487				
Percent of economically disadvantaged	95.2%				
Percent of students defined as LEP	35.6%				
Total number of African American students	43				
Total number of Hispanic students	449				
Total number of White students	7				
Total number of other students	1				
Percent of Special Education	6%				
Percent of students retained	6%				
Percent of students passing for all TAKS tests taken	59%				
Percent of students that Met Standard in Reading	81%				
Percent of students that Met Standard in Math	75%				
Percent of students that Met Standard in Science	48%				
Attendance Rate	95.4%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	AA				

**No Feeder/Adjunct Sites**

208

Last Updated 4-2-09 at 4:55pm  
**For TEA Use Only**  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**  
**School Year 2009-2010**

227-901  
 County District No. \_\_\_\_\_  
 Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Blackshear Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	192				
Percentage of student classified as at-risk	69.8%				
Number of students receiving free/reduced lunch	253				
Percent of economically disadvantaged	97.1%				
Percent of students defined as LEP	41.1%				
Total number of African American students	65				
Total number of Hispanic students	207				
Total number of White students	3				
Total number of other students	0				
Percent of Special Education	2.9%				
Percent of students retained	6.73%				
Percent of students passing for all TAKS tests taken	78%				
Percent of students that Met Standard in Reading	91%				
Percent of students that Met Standard in Math	87%				
Percent of students that Met Standard in Science	76%				
Attendance Rate	97.5%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	R				

**No Feeder/Adjunct Sites**

**For TEA Use Only**  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
 County District No.

Amendment No

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Brooke Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	208				
Percentage of student classified as at-risk	61.04%				
Number of students receiving free/reduced lunch	403				
Percent of economically disadvantaged	93.30%				
Percent of students defined as LEP	30.8%				
Total number of African American students	33				
Total number of Hispanic students	297				
Total number of White students	11				
Total number of other students	0				
Percent of Special Education	10.6%				
Percent of students retained	3.43%				
Percent of students passing for all TAKS tests taken	74%				
Percent of students that Met Standard in Reading	87%				
Percent of students that Met Standard in Math	89%				
Percent of students that Met Standard in Science	76%				
Attendance Rate	96.4%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	R				

**No Feeder/Adjunct Sites**

210

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Galindo Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	499				
Percentage of student classified as at-risk	67.3%				
Number of students receiving free/reduced lunch	688				
Percent of economically disadvantaged	89.4%				
Percent of students defined as LEP	48.2%				
Total number of African American students	32				
Total number of Hispanic students	659				
Total number of White students	48				
Total number of other students	3				
Percent of Special Education	8.5%				
Percent of students retained	2.95%				
Percent of students passing for all TAKS tests taken	73%				
Percent of students that Met Standard in Reading	87%				
Percent of students that Met Standard in Math	84%				
Percent of students that Met Standard in Science	61%				
Attendance Rate	96.2%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	AA				

**No Feeder/Adjunct Sites**

211

Last Updated 4-2-09 at 4:55pm  
**For TEA Use Only**  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**  
**School Year 2009-2010**

227-901  
 County District No.  
 \_\_\_\_\_  
 Amendment No

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Maplewood Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	155				
Percentage of student classified as at-risk	45.10%				
Number of students receiving free/reduced lunch	262				
Percent of economically disadvantaged	73.5%				
Percent of students defined as LEP	15.4%				
Total number of African American students	127				
Total number of Hispanic students	143				
Total number of White students	67				
Total number of other students	7				
Percent of Special Education	13.4%				
Percent of students retained	4.76%				
Percent of students passing for all TAKS tests taken	61%				
Percent of students that Met Standard in Reading	82%				
Percent of students that Met Standard in Math	72%				
Percent of students that Met Standard in Science	61%				
Attendance Rate	96.8%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	AA				

**No Feeder/Adjunct Sites**

212

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  _____ Amendment No
---	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

Oak Springs Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	217				
Percentage of student classified as at-risk	67.8%				
Number of students receiving free/reduced lunch	324				
Percent of economically disadvantaged	99.70%				
Percent of students defined as LEP	19.10%				
Total number of African American students	131				
Total number of Hispanic students	181				
Total number of White students	8				
Total number of other students	0				
Percent of Special Education	10.30%				
Percent of students retained	8.59%				
Percent of students passing for all TAKS tests taken	59%				
Percent of students that Met Standard in Reading	69%				
Percent of students that Met Standard in Math	78%				
Percent of students that Met Standard in Science	64%				
Attendance Rate	95.4%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	<b>AA</b>				

No Feeder/Adjunct Sites

263

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Rodriguez Elementary School</b>	<b>Host Site</b>	<b>Feeder/Adjunct Site #1</b>	<b>Feeder/Adjunct Site #2</b>	<b>Feeder/Adjunct Site #3</b>	<b>Feeder/Adjunct Site #4</b>
Number of students classified as at-risk	758				
Percentage of student classified as at-risk	80.1%				
Number of students receiving free/reduced lunch	912				
Percent of economically disadvantaged	96.5%				
Percent of students defined as LEP	55.5%				
Total number of African American students	112				
Total number of Hispanic students	818				
Total number of White students	14	<b>No Feeder/Adjunct Sites</b>			
Total number of other students	2				
Percent of Special Education	6%				
Percent of students retained	7.23%				
Percent of students passing for all TAKS tests taken	57%				
Percent of students that Met Standard in Reading	75%				
Percent of students that Met Standard in Math	73%				
Percent of students that Met Standard in Science	60%				
Attendance Rate	97.7%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	AA				

21

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

Sims Elementary School	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	253				
Percentage of student classified as at-risk	61.9%				
Number of students receiving free/reduced lunch	389				
Percent of economically disadvantaged	96.3%				
Percent of students defined as LEP	34.2%				
Total number of African American students	191				
Total number of Hispanic students	216				
Total number of White students	2				
Total number of other students	0				
Percent of Special Education	6.8%				
Percent of students retained	9.05				
Percent of students passing for all TAKS tests taken	67%				
Percent of students that Met Standard in Reading	86%				
Percent of students that Met Standard in Math	80%				
Percent of students that Met Standard in Science	65%				
Attendance Rate	96.9%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	AA				

No Feeder/Adjunct Sites

25

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 4: Campus Profile.** Enter the required percentages from the 2007-2008 school year for both the host site and feeder/adjunct sites, if applicable.

<b>Sunset Valley Elementary School</b>	Host Site	Feeder/Adjunct Site #1	Feeder/Adjunct Site #2	Feeder/Adjunct Site #3	Feeder/Adjunct Site #4
Number of students classified as at-risk	278				
Percentage of student classified as at-risk	63.9%				
Number of students receiving free/reduced lunch	371				
Percent of economically disadvantaged	75.4%				
Percent of students defined as LEP	48.3%				
Total number of African American students	17				
Total number of Hispanic students	344				
Total number of White students	63				
Total number of other students	11				
Percent of Special Education	17.9%				
Percent of students retained	1.12%				
Percent of students passing for all TAKS tests taken	58%				
Percent of students that Met Standard in Reading	78%				
Percent of students that Met Standard in Math	73%				
Percent of students that Met Standard in Science	57%				
Attendance Rate	96.9%				
Annual Dropout Rate	0				
<b>Overall School/Campus Rating</b>	AA				

**No Feeder/Adjunct Sites**

216



Austin, Texas 78701-1494 For TEA Use Only  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**  
**School Year 2009-2010**

227-901  
 County District No.  
 \_\_\_\_\_  
 Amendment No

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

Allan Elementary School	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008		Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students		
Host Site	123	13%	0	0	increased	same
Feeder/ Adjunct Site 1	No Feeder/Adjunct Sites					
Feeder/ Adjunct Site 2						
Feeder/ Adjunct Site 3						
Feeder/ Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year 1:				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

For TEA Use Only  
 Last Updated 4/20/09 11:55pm  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**

227-901  
 County District No.

by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**School Year 2009-2010**

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

Allison Elementary School	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008			
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students	Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
Host Site	75	6.6%	0	0	decreased	Same
Feeder/Adjunct Site 1	No Feeder/Adjunct Sites					
Feeder/Adjunct Site 2						
Feeder/Adjunct Site 3						
Feeder/Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year 1:				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3-6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

289

Last Updated 4-2-2009 at 1:55pm  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**

227-901  
 County District No.

by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**School Year 2009-2010**

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

Blackshear Elementary School	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008		Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students		
Host Site	36	5.99%	0	0	increased	decreased
Feeder/ Adjunct Site 1	No Feeder/Adjunct Sites					
Feeder/ Adjunct Site 2						
Feeder/ Adjunct Site 3						
Feeder/ Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year				170
Number of Adults to be Served				25

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

For TEA Use Only Last updated 10/15/09 5:55pm Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  _____ Amendment No
---	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008			
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students	Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
<b>Brooke Elementary School</b>						
Host Site	73	10.35%	1	0.25%	increased	same
Feeder/ Adjunct Site 1	<b>No Feeder/Adjunct Sites</b>					
Feeder/ Adjunct Site 2						
Feeder/ Adjunct Site 3						
Feeder/ Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

221

For TEA Use Only Last updated 09/04/09 4:55pm Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008			
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students	Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
<b>Galindo Elementary School</b>						
Host Site	49	2.17%	1	0.11%	decreased	increased
Feeder/Adjunct Site 1	<b>No Feeder/Adjunct Sites</b>					
Feeder/Adjunct Site 2						
Feeder/Adjunct Site 3						
Feeder/Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year 1:				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>



Last updated 10/20/09 5:55pm  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**  
**School Year 2009-2010**

227-901  
 County District No.  
 \_\_\_\_\_  
 Amendment No

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

Maplewood Elementary School	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008		Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students		
Host Site	41	4.57	0	0	decreased	decreased
Feeder/Adjunct Site 1	<b>No Feeder/Adjunct Sites</b>					
Feeder/Adjunct Site 2						
Feeder/Adjunct Site 3						
Feeder/Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

22

For TEA Use Only Last Modified: 09/01/09 11:55pm Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  _____ Amendment No
--	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008			
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students	Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
<b>Oak Springs Elementary School</b>						
Host Site	99	10.99%	0	0	decreased	decreased
Feeder/Adjunct Site 1	<b>No Feeder/Adjunct Sites</b>					
Feeder/Adjunct Site 2						
Feeder/Adjunct Site 3						
Feeder/Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year 1:				170
Number of Adults to be Served				25

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

For TEA Use Only Last updated 4/29/09 4:55pm Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
--	---	--

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008			
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students	Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
<b>Rodriguez Elementary School</b>						
Host Site	53	3.09%	1	0.09%	decreased	increased
Feeder/ Adjunct Site 1	<b>No Feeder/Adjunct Sites</b>					
Feeder/ Adjunct Site 2						
Feeder/ Adjunct Site 3						
Feeder/ Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	/
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	/
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year 1:				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

For TEA Use Only Last updated 09/04/09 5:55pm Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  _____ Amendment No
---	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008			
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students	Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
<b>Sims Elementary School</b>						
Host Site	98	8.52%	0	0	increased	same
Feeder/ Adjunct Site 1	<b>No Feeder/Adjunct Sites</b>					
Feeder/ Adjunct Site 2						
Feeder/ Adjunct Site 3						
Feeder/ Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	/
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	/
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year 1:				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>

For TEA Use Only  
Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

227-901  
County District No.

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**School Year 2009-2010**

Amendment No \_\_\_\_\_

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 1: Center Information**

Part 1: Center Information consists of Charts 1-7, which must be completed for every center included in the application. This schedule is designed to gather information for up to four feeder/adjunct sites. **If there are more than four feeder/adjunct sites for a given center, reproduce the entire schedule as many times as necessary and complete the additional set to gather all required information for all additional feeder/adjunct sites.**

**Chart 5: Risky Behaviors.** Enter by school year indicated from PEIMS 425 Report. For both non-criminal and criminal, enter the number of incidents and the percentage of individual students involved. In the Comparison Information column enter one of the following responses: Increased, Decreased, or Remained the Same.

Sunset Valley Elementary School	Category of Referral				Comparison Information	
	Non-Criminal 2007-2008		Criminal 2007-2008		Compared to school year 2006-2007, the number of non-criminal referrals in 2007-2008:	Compared to school year 2006-2007, the number of criminal referrals in 2007-2008:
	Number of incidents	Percentage of students	Number of Incidents	Percentage of students		
Host Site	108	12.67%	3	0.39%	increased	increased
Feeder/ Adjunct Site 1	<b>No Feeder/Adjunct Sites</b>					
Feeder/ Adjunct Site 2						
Feeder/ Adjunct Site 3						
Feeder/ Adjunct Site 4						

**Chart 6: Program Start/End Dates.** Complete all boxes in this part. **Number of unduplicated regular students to be served:** For the **Fall Term**, enter the number of unduplicated students to be served. For the **Spring Term**, enter the number of new students to be served, e.g. those **not** served in the Fall Term. For the **Summer Term**, enter the number of new students to be served, e.g. those **not** served in the Fall or Spring Term. In the **Total** enter the total number of unduplicated students for year 1. **Note: Requests to reduce the number of students or adults served, or number of days/weeks of program activities will NOT be approved.**

	Fall Term	Spring Term	Summer Term	Total
Start date (MM/DD/YY):	09/07/09	01/18/10	06/07/10	
End date (mm/DD/YY):	12/11/09	05/28/10	07/02/10	
Number of weeks in service:	13	17	4	34
Number of days (minus holidays):	62	81	20	163
Number of Regular Students (attending 30 days or more) Unduplicated Students to be served in year 1:				233
Number of Adults to be Served				30

**Chart 7: Program Hours.** Enter the hours of the day that program activities are offered to students (and not adults served) during the fall, spring, and summer terms. **Note: Requests to reduce the number of program hours will NOT be approved.**

Day of the Week	Fall Term	Spring Term	Summer Term
Monday	3 -6	3-6	8-12
Tuesday	3-6	3-6	8-12
Wednesday	3-6	3-6	8-12
Thursday	3-6	3-6	8-12
Friday	3-6	3-6	8-12
Saturday			
Sunday			
<b>Total Hours Per Week:</b>	<b>15</b>	<b>15</b>	<b>20</b>



<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____</p> <p>by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u> County District No.</p> <p>_____ Amendment No</p>
---	---	---

**Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4A—Program Abstract: Part 2: 21<sup>st</sup> CCLC Program Funding**

**Chart 1: 21<sup>st</sup> CCLC Program Funding.** It is not the intent of TEA to provide all of the funding necessary to provide a comprehensive 21<sup>st</sup> CCLC program. In the table below enter all funding that will be utilized to provide an effective 21<sup>st</sup> CCLC program, including the amount requested in this application.

Total Source of Funds Available for Program (include amount requested)	Funding Source (Federal, State, County, Local, Private)	Amount	Intended Use of Funds
21 <sup>st</sup> CCLC Cycle 6, Year 1, grant funds	Federal	\$ 1,912,000	Academic Assistance, Enrichment, Family and Parent Support Services, and College and Workforce Readiness
Accelerated Math Instruction (AMI)	State	42,500	Academic Assistance in Math
Accelerated Reading Instruction (ARI)	State	42,500	Academic Assistance in Reading
Account for Learning	Local	50,000	Tutoring
OEYP	State	22,500	Academic Assistance and Enrichment
<b>Total Cost of 21<sup>st</sup> CCLC Program:</b>		<b>\$ 2,069,500</b>	

**Chart 2: 21<sup>st</sup> CCLC Center Level Funding.** Applicants must ensure that the grant amount applied for at an individual center must be utilized at that center, e.g. if an applicant applies for \$2,000,000 to fund 10 centers that serve 200 students per center then \$200,000 of grant funds must be spent at each center. In addition to the 5% for administrative costs, a percentage of funds may be used from each center to pay for costs associated for the Project Director. In the table below, enter all funding that will be utilized to provide an effective 21<sup>st</sup> CCLC program at each center, including the amount requested in this application.

Center #	Number of Unduplicated Regular Students to Be Served	21 <sup>st</sup> CCLC Cycle 6, Year 1, Grant Award Applied for per Center	Amount of Alternate Funding Sources to Be Utilized at Each Center	Total Budget per Center
1	233	\$ 200,000	\$ 17,000	\$ 217,000
2	233	200,000	17,000	217,000
3	170	156,000	10,000	166,000
4	233	200,000	12,000	212,000
5	233	200,000	14,500	214,500
6	233	200,000	10,500	210,500
7	170	156,000	37,500	193,500
8	233	200,000	15,000	215,000
9	233	200,000	12,000	212,000
10	233	200,000	12,000	212,000
<b>Total 21<sup>st</sup> CCLC Funding:</b>				<b>\$ 2,069,500</b>

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u> County District No.</p> <p>_____ Amendment No</p>
<p><b>Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 6, Year 1</b></p> <p><b>Schedule #4A—Program Abstract: Part 3: Program Objectives</b></p>		

**Chart 1. Years 1–5 Classification Category.** Enter the letter of the **Classification Category**, listed at the bottom of the page, and **Priority** level that best describes the classification for each objective for **Years 1–5** of your 21<sup>st</sup> CCLC grant.

Number	Objective	Classification Category (Enter Appropriate Letter(s) from chart below)	Priority (High, Medium or Low)
1.	Improve academics	A, C, D, G	High
2.	Improve attendance	D, E, H, I	High
3.	Improve behavior	B, D, E, F, H, I, J	High
4.	Improve promotion rates	A, C, D, E, G	High
5.	Improve graduation rates	A, B, C, D, E, G, H	High

**Chart 2. Year 1 Classification Category.** Enter the letter of the **Classification Category**, from the chart at the bottom of the page, and **Priority** level that best describes the classification for each objective for **Year 1** of your 21<sup>st</sup> CCLC grant.

Number	Objective	Classification Category (Enter Appropriate Letter(s) from chart below)	Priority (High, Medium or Low)
1.	Improve academic achievement for all participating students.	A, C, D, G	High
2.	Increase student’s awareness of post-secondary educational and career opportunities.	C, D, E, H, G, L	High
3.	Increase positive behaviors and physical health for all students.	B, D, E, F, H, I, J	High
4.	Increase relationships between students and positive adult role models.	A, C, D, E, G, L	High
5.	Increase positive character development for all participating students.	A, B, C, D, E, H, I, J, K	High

**Classification Categories:**

- A.** Improving Student Achievement
- B.** Improving Student Behavior
- C.** Increasing Participation in Core Educational Services
- D.** Increasing Participation in Enrichment Activities
- E.** Increasing Participant Attendance and Retention Throughout all Terms.
- F.** Meeting planned Hours of Operation (Impact Opportunities)

- G.** Offering a Particular type of service or service for Specifically Targeted Populations
- H.** Fostering Community Collaboration
- I.** Facilitating Social Development of Students
- J.** Providing a Safe and Secure Environment
- K.** Other: (Identify within the cell)
- L.** Increase Adult Family Member Participation

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p style="text-align: right;">227-901 County District No.</p> <p style="text-align: right;">_____ Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p> <p><b>Schedule #4A—Program Abstract: Part 4: Program Strategies</b></p>		

**In this section of the grant application, outline your strategies for meeting the program objectives identified on the previous page.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Objective # 1**

**Enter the strategies for Objective # 1 in the box below.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Objective #1: Improve academic achievement for all participating students.**

**Strategies:**

1. *Project-Based Learning* – Align all afterschool academic and enrichment classes with TEKS and the regular school day reading, math, science, and social studies curriculum.
2. *Tutoring* – Provide tutorials for targeted students utilizing innovative instructional strategies and research-based youth development principles.
3. *Homework Center* – Provide ample time for students to complete their homework with help from a qualified adult.
4. *Parent Education and Involvement* – Offer classes to adult family members of participating students so that they have the skills and knowledge base to help their children learn.
5. *ELL Academies* – Develop afterschool English Language Academies for students designated Limited English Proficient.

**TEA Component Addressed: Academic Assistance**

**TEA Component Addressed: Family/Parent Support**

**Objective # 2**

**Enter the strategies for Objective # 2 in the box below.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Objective #2: Increase student's awareness of post-secondary educational and career opportunities.**

**Strategies:**

6. *Continued Learning* – Prepare and motivate young students to continue their learning at middle and high schools by exposure to diverse and enriching educational opportunities.
7. *Work-Based Learning* – Prepare young students for postsecondary opportunities by providing skill-building activities and career awareness.
8. *Dropout Prevention* – Assign adult advocates to targeted youth that will provide academic assistance and enrichment activities.

**TEA Component Addressed: College/Career Readiness**

**TEA Component Addressed: Family/Parent Support**

**Objective # 3**

**Enter the strategies for Objective # 3 in the box below.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Objective #3: Increase positive behaviors and physical health for all students.**

**Strategies:**

9. *Healthy Lifestyles* – Provide physical fitness activities and nutrition classes for participating students and their families.
10. *Character Education* – Promote through active learning the concepts and working knowledge of citizenship, respect, responsibility, integrity and civic responsibility.

**TEA Component Addressed: Enrichment**

**TEA Component Addressed: Family/Parent Support**

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u> County District No.</p> <p>_____ Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p> <p><b>Schedule #4A—Program Abstract: Part 4: Program Strategies (Cont.)</b></p>		

**Objective # 4**

**Enter the strategies for Objective # 4 in the box below.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Objective #4: Increase relationships between students and positive adult role models.**

**Strategies:**

11. *Community Members as Advocates* – Recruit, train, and assign adult advocates to targeted students.
12. *Parents as Advocates* – Offer family support services that train and encourage parents to advocate for their child.
13. *Peer Leaders/Mentors* – Utilize young people who are Summer Youth Employment/work-based learning program participants as peer leaders and mentors in various capacities.

**TEA Component Addressed: Enrichment**

**TEA Component Addressed: Family/Parent Support**

**Objective # 5**

**Enter the strategies for Objective # 5 in the box below.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**Objective #5: Increase leadership qualities through social skill and character development for all participating students:**

14. *Service Learning Opportunities* – Engage youth in service learning opportunities in various functions and roles.
15. *Family Support Groups* - Develop and/or provide referrals to support-based activities for youth and their families in order to minimize risky behaviors that lead to reduced teen pregnancy, drug use, failing and/or dropping out, or joining a gang.
16. *Character Education* – Based on the 6 pillars of the character development curriculum, students will develop empathy for others, improved decision-making and connection to community.

**TEA Component Addressed: Enrichment**

**TEA Component Addressed: Family/Parent Support**

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	<b>227-901</b> County District No.  Amendment No.
<b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b> <b>Schedule #4B – Program Description – Part 1 Program Requirements</b>		

The following statutory and TEA requirements must be met in order for the applicant to receive the 21<sup>st</sup> CCLC Cycle 6, Year 1, Grant. (Responses limited to space provided. Front side only. Arial or Verdana font, not smaller than 9 point).

**Statutory Requirements**

**1. Describe the before-and after-school, summer, and/or other non-school-time 21<sup>st</sup> CCLC activities that will be funded by this grant award.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

In partnership with AISD, Travis County will deliver a comprehensive and balanced afterschool program. Classes and activities offered will address the core component areas of academic assistance, enrichment, family and parental support services, and college and workforce readiness.

Academics: Each school provides extended day learning opportunities that are aligned with the TEKS and designed to incorporate the district-wide Instructional Planning Guides (IPGs), thus linking the afterschool program with regular school day instruction and ensuring consistency and continuity.

Enrichment: Activities that build skills and enrich student education.

Family & Parental Support: Activities that build basic skills, literacy, parenting strategies, and technology.

College & Workforce Readiness: This component will be integrated into all classes and activities for all students. All activities will include discussion on careers and educational attainment, will utilize guest speakers when feasible, and will promote the importance of high school graduation.

**2. Describe how the applicant will ensure that students travel safely to and from the center and home.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Travis County and AISD will adhere to district guidelines regarding transportation. When appropriate, bus passes will be distributed to encourage parent and family participation. The need for transportation will be further evaluated as part of the Campus Needs Assessment.

During the registration process, parents will indicate if their child will walk home, take the bus or be picked up by a designated adult. Parents or their designees must sign for their child/ren when picking them up at program's end. The Site Coordinators will adhere to existing campus procedures regarding student transportation problems that may arise (e.g., failure of a parent or guardian to pickup). The Site Coordinators' responsibility for the child ends only after each child has safely exited the school grounds.

**3. Describe how the applying organization will disseminate information about the center (including its location) to the community in a manner that is both understandable and accessible.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Information about the program will be distributed through the participating campuses, neighborhood association newsletters, libraries, area Community Centers, primary partnerships, such as the Central Texas Afterschool Network, and all other afterschool partners and collaborators. The Project Director or a designee will attend community-wide forums and events where flyers in all dominant languages will be distributed. The flyers will describe the goals of the program, locations, and hours of operation. The grant application and program evaluations will be available for public review at each campus and at the Travis County Health and Human Services & Veterans Service (HHS/VS) office. Program reports will be distributed via televised Commissioner's Court meetings, program newsletters, campus newsletters, PTA/PTO meetings, Campus Task Force (CTF) meetings, and campus Community Advisory Council (CAC) meetings.

HHS/VS programs, such as the Neighborhood Conference Committee program, Summer Youth Employment Program and the Youth and Family Assessment Center, will also serve as additional points for dissemination of program information.

23<sup>c</sup>

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u> County District No.</p> <p>_____ Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p><b>Schedule #4B –Program Description – Part 1 Program Requirements (Cont.)</b></p>		

**4. Describe how the proposed activities are expected to improve student achievement.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point.)

All strategies in this proposal support the TEKS and the regular school day curriculum. Immediately upon notification of the award, each site will develop a Center Service Delivery Plan. This plan will guide the alignment of the 21<sup>st</sup> CCLC program with campus academic goals and the Campus Improvement Plan. All instruction in the 21<sup>st</sup> CCLC program will be hands-on, experiential, and fun while teaching students numerous transferable skills that can enhance academic success. Strategies will then be implemented to target a small group of students with a specific need and instruction will be tailored to meet their needs. Aside from achieving the intended goal of content delivery through exploration, hands-on experience, and project-based learning, experiential-based afterschool activities provide an excellent opportunity to encourage wider and richer connections with the community and with families, which, in turn, will improve student achievement.

**5. Describe how federal, state, and local programs will be combined and/or coordinated with the proposed program for the most effective use of public resources.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point.)

Each center funded by this grant is in an AISD school that does not charge for the use or maintenance of the facility or utilities. This program seeks to complement, enhance, and in many instances, extend services provided by other grants currently operating on these campuses, including Accelerated Reading Instruction (ARI), and Accelerated Math Instruction (AMI). In preparation for this proposal, a representative of Travis County and the AISD Afterschool Coordinator met with all principals and other school staff to discuss roles and responsibilities, gaps in services, joint initiatives, and the establishment of a communication plan. 121<sup>st</sup> CCLC funds will not be used to supplant other programs. Title 1 funds will not be diverted upon implementation of the 21<sup>st</sup> CCLC program. Several meetings have already occurred between Travis County, the AISD Afterschool Coordinator, and other campus staff involved in this project. AISD's Family and Parent Support Services will be a key component of this proposal. Arrangements have been made for joint planning and implementation of planned parent activities. This program will collaborate with the AISD Student Support Services Department as needed for assistance in serving homeless students and other students with special needs. The AISD Department of Program Evaluation will assist as required in obtaining data necessary for TEA reports. Through its partnership with AISD, Travis County will facilitate, coordinate, and efficiently and effectively leverage Federal, State, and Local resources, resulting in maximum benefit to the students.

**6. Describe how the program will meet the following principles of effectiveness:** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

**A. An assessment of objective data regarding need for the before- and after- school programs (including during summer or other periods when school is not in session) and activities in the schools and communities.**

To determine the need for out-of-school time programs in these schools, each Campus Improvement Plan was examined. Interviews were conducted with administrators, teachers, students, parents, and community members and service providers; and surveys were conducted with campus principals to identify schools where few services currently exist and to determine each school's capacity to implement the program. Objective data on these schools were obtained from the 2007-08 TAKS assessment, school discipline referrals, attendance data, and student promotion rates. Relevant data indicating social and economic factors which affect the academic performance of students in these schools were obtained from reports of 1) the percentage of students classified as English Language Learner (LEP), 2) the percentage of students classified as low socio-economic status (Low SES), 3) ethnicity, and 4) the campus mobility rate measuring flux in the student populations. Once collected, the data were analyzed and ranked to identify AISD schools that are most in need of a 21<sup>st</sup> CCLC program.

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p>227-901 County District No.</p> <p>_____ Amendment No</p>
--	--	--

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #4B – Program Description – Part 1 Program Requirements (Cont.)**

**B. An established set of performance measures aimed at ensuring the availability of high-quality academic enrichment opportunities.**

**Travis County's 21<sup>st</sup> CCLG Program Plan**

Objectives	Strategies	Performance Measures
(1) Improve academics	Project-based learning, tutoring, homework center, parent education and involvement, ELL academies	TAKS passage rate; grades; increased positive attitude toward school and homework completion; parental participation rate in programs
(2) Improve attendance	Lifelong learning, work-based learning, dropout prevention	Attendance rates; interest levels in specific academic subjects, e.g. science, math and career pathways
(3) Improve behavior	Physical fitness and nutrition programming, character education curriculum	Participation in physical education programs or other enrichment programs; self-reported sense of well-being, disciplinary referrals
(4) Improve promotion rates	Educational classes, family support services, peer mentoring	Number of community and adult volunteers recruited and retained; number of peer leaders recruited; number of relationships developed; quality of relationship developed
(5) Improve graduation rates	Character development curriculum and activities, service learning and family support groups	Level of participation in community and service learning projects; reported increase in leadership skills

**C. If appropriate, scientifically based research that provides evidence that the program or activity will help students meet State and local student academic achievement standards.**

Evidence-based curriculum and innovative instructional strategies will be utilized, as appropriate. The training will include best practices for lesson planning, content delivery, and youth development. The program will provide academic support activities conducted by certified teachers who have the training, content knowledge, and experience to help students meet state and local academic standards. The 21<sup>st</sup> CCLC program will implement strategies that were identified by the Department of Education and the Institute of Education Sciences as Best Practices for Drop Out prevention. These will include, but will not be limited to: utilizing data systems to identify youth at-risk of dropping out and assigning adult advocates to targeted youth.

**7. Describe the role in the partnership between the LEA, community-based organization, and another public or private organization (if applicable).**

Travis County and AISD have a long history of successful collaboration on a variety of afterschool grants and projects. Both are members of Central Texas Afterschool Network (CTAN) and can share responsibility for addressing this project's outcomes. They have agreed to serve on the Community Task Force (CTF) that will be a sub-committee of CTAN and provide input and oversight. Representatives will meet monthly to monitor the program's progress on its goals and objectives. A Memorandum of Understanding has also been developed and is attached to this application. It delineates each organization's roles in program planning, implementation, and evaluation as well as providing, sharing, and reporting student data.

**8. How will the proposed program address the identified community needs, including the needs of working families? (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).**

The schools in this application are located in impoverished areas that are underserved and affected by a high rate of crime, gang activity, prostitution, and drug abuse. These schools are significantly above the minimum requirement of 40% low socio-economic status. Each school's Campus Improvement Plan was examined, and interviews with school administrators, staff, teachers, community members, partners, parents, and students were conducted, clarifying specific gaps in the services in place on each campus and in each neighborhood.

Utilizing the needs data at each school, the partners have conceptualized a program that provides free, high-quality and easily accessible academic, enrichment, and family supportive services for students and their families who have limited to no opportunities of this nature. In addition, these afterschool programs provide a safe, well-supervised place for children of working families to go to between the end of the school day and parents' arrival home from work. Centers will be open for 15 hours per week during the school year and 20 hours per week during the summer. These services will knit the family together and strengthen their connections with their neighborhoods and the community as a whole.

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u> County District No.</p> <p>_____ Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p><b>Schedule #4B – Program Description – Part 1 Program Requirements (Cont.)</b></p>		

**9. Describe the applicant's experience, or promise of success, in providing enrichment and educationally related activities that will complement and enhance the academic performance, achievement, and positive youth development of students.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

The Community Services Division within Travis County's HHS/VS department is committed to building the capacity of individuals to achieve stable lives and communities. Through its seven programs, it has a long-standing history of assisting Travis County residents with deterring youth at risk of crime and incarceration; providing life skills and job readiness skills for high-risk youth; promotion of HHS/VS services through a community liaison; work-based learning for high school and disabled youth; national service program for seniors; and deaf and hard of hearing services. In particular, the Neighborhood Conference Committee and Summer Youth Employment/Work-based learning programs will be integral in program development. As previously mentioned, Travis County has a social service investment in afterschool programming at high-risk, low-performing middle schools. AISD and Travis County have collaborated for the past six years on this afterschool/out-of-school programming. They have a proven curriculum that provides enrichment- and educationally-related activities that complement and enhance academic performance, achievement, and positive youth development. AISD has over 28 years experience managing afterschool programs and currently manages six 21<sup>st</sup> CCLC grants along with numerous other grant- and district-funded afterschool initiatives in over 50 schools.

**10. Describe the preliminary plan for how the community learning center will continue after grant funding ends.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

In the process of planning for the current project and proposal, Travis County and AISD have met several times to discuss the issue of sustainability. Each partner is committed to working with the community to seek the resources necessary to continue programs in year 4 and 5 and to sustaining the program for years 6 and 7. As active members of CTAN, each partner stands ready to collaborate on possible sources of funding. CTAN is an affiliate of the Texas Afterschool Association (TAA). CTAN and TAA are working with TEA to seek funding from the Mott Foundation to fund state and local advocacy efforts that will lead to program sustainability. Representatives of Travis County, AISD, the City of Austin, CTAN, and United Way have been meeting over the past few months to develop a proposal to seek support for a jointly-funded Office of Afterschool Coordination. The responsibilities of this office will include: identifying service gaps in the community; seeking resources to fund new programs and sustain existing programs; ensuring program quality by providing professional development; and evaluating programs to ensure progress toward positive outcomes for youth. The partners in this initiative have already demonstrated an ability to obtain funding to implement joint projects and afterschool programming at a very high level.

**11. Describe how qualified senior citizens will be used as volunteers, if applicable.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Volunteers from the community (including senior citizens) will be utilized in many of the strategies planned for this project. Volunteers will work side-by-side with staff members and will not be expected to supervise behavior management. In addition, volunteers will be recruited and trained to provide one-to-one tutoring and/or mentoring. The Program Quality Coordinator will oversee all volunteer recruitment, training, scheduling, monitoring and evaluation. Assistance from various nonprofits promoting volunteerism will be sought to identify program volunteers (including senior citizens) to serve as advocates who will enhance the students' cultural identity and awareness through mentoring and story-telling. Best practices for volunteer training will be utilized in this program. Travis County Community Services Division's RSVP program will assist by serving as a resource. (This office will also make these additional sites known as available service sites for seniors interested in working with children.)

By checking the box beside each of the following items, the applicant provides assurance it will comply with the following grant requirements:

**12. Confirm by checking the box that the 21<sup>st</sup> CCLC program will take place in a safe and easily accessible facility.**

**13. Confirm by checking the box that the program was developed and will be carried out in active collaboration with the schools the students attend.**

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p style="text-align: right;">227-901 District No.</p> <p style="text-align: right;">_____ Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p><b>Schedule #4B –Program Description – Part 1 Program Requirements (Cont.)</b></p>		

- 14. Confirm by checking the box that the program will primarily target students, and their families, who attend schools eligible for Title I school-wide programs.
- 15. Confirm by checking the box that funds under the program will be used to increase the level of state, local, and other non-federal funds that would, in the absence of these federal funds, be made available for authorized programs and activities, and will not supplant federal, state, local, or non-federal funds.
- 16. Confirm by checking the box that the community was given notice of the applicant’s intent to submit a continuation application.
- 17. Confirm by checking the box that both the application and any waiver request will be made available to the public for review following submission.

**TEA Requirements**

**1. Campus Needs Assessment**

A. Confirm by checking the box that a Campus Needs Assessment will be conducted for each campus participating in the learning center.

B. Describe how the campus needs assessment will be conducted to identify the needs of students, families, and the campus. (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Prior to the submission of this application, a preliminary needs assessment was begun by Travis County and AISD. Immediately following grant notification, the Project Director, Project Quality Coordinator and Site Coordinators will begin the process of completing the comprehensive Campus Needs Assessment. Meetings will be scheduled with principals, parents, students and teachers to better understand the unique and varied needs of each campus. Data will be reviewed, Campus Improvement Plans will be examined, resources and gaps will be identified, and students will be targeted for participation. Once the assessment is complete, program planning will begin. Program activities will align with the individual student and campus-wide needs identified in the Campus Needs Assessment. Periodic reviews of the Campus Needs Assessment will be conducted to ensure that a continuous loop of feedback drives program alignment and quality.

Travis County HHS/VS is in a unique position to assist with this assessment, both pre- and post- , as it is very familiar with serving the neediest in our community through the basic needs services it provides at its nine community centers and through its social service contracts. Some programs may be used as referral resources (Youth and Family Assessment Centers) and/or provide direct services (Neighborhood Conference Committee, Summer Youth Employment Program) at the campuses where the 21<sup>st</sup> CCLC is located. In other instances, HHS/VS may function or serve as a coordinator for social services that are identified as needed.

C. Describe how the program will meet the needs of the campus improvement plan (for school(s) identified as In Need of Improvement under Title I, Section 1116, School Improvement). (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

The ten schools included in this application are not designated as In Need of Improvement.

<p><b>For TEA Use Only</b>          Last Updated 4-2-09 at 4:55pm          Adjustments and/or annotations made on this have been confirmed with _____          by e-mail/telephone/FAX on _____          by _____ of TEA.</p>	<p><b>TEXAS EDUCATION AGENCY          Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u>          County District No.</p> <p>_____ Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p> <p><b>Schedule #4B – Program Description – Part 1 Program Requirements (Cont.)</b></p>		

**2. Five-Year Strategic Plan**

**A. Describe how the program will be promoted in the community.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Effective community outreach is essential to the long-term success of the 21<sup>st</sup> CCLC program proposed in this application. If the community understands the value of the program and recognizes that 21<sup>st</sup> CCLC provides a vital community service, they will become vocal advocates for program sustainability. Our community outreach effort will begin with the Campus Needs Assessment. Planned program services resulting from that assessment will be of the highest quality. Our marketing strategies will focus on our outreach efforts and we will actively seek community representation on the Community Task Force. Successful marketing and program promotion is not only essential to attracting participants; it is also key to securing community buy-in and ownership of the program. 21<sup>st</sup> CCLC staff will encompass all efforts to build upon existing relationships within the community to promote the program. Marketing materials will emphasize the community benefits of a successful program, the family benefits of student participation, and the cost benefits of having successful afterschool programs. Once the program has achieved programmatic success by grant definition *and* by community support, it becomes more likely to become self-supported and advocated for by community members. It is the program's long-term desire to develop community investment in the program so as ensure this program's perpetuity beyond the life of the grant

**B. Describe how the program will secure the necessary funding, resources, and partnerships to sustain the program.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Austin is very fortunate to have the benefit of a thriving and vibrant community of youth service organizations. In the past, Travis County has been able to work with some of the most successful agencies. Many of these partners are on the leading edge of youth development and are responsible for what our state and the nation have come to recognize as best practices. Travis County and AISD have committed to work with the Central Texas Afterschool Network (CTAN), our community task force (CTF), to engage the youth-serving community in a strategic sustainability plan. In order to obtain the funds necessary to provide a quality program and sustain that program beyond the life of this grant, Travis County and AISD will take the steps outlined in the table below.

<p><b><u>Travis County Responsibilities</u></b>          Analyze fiscal budget and gaps          Work with CTF to develop a strategic sustainability plan          Develop relationships with foundations and corporations          Assess and monitor current grant compliance          Submit proposal for Office of Afterschool</p>	<p><b><u>AISD Responsibilities</u></b>          Effectively manage program data and evaluation          Work with CTF to develop a strategic sustainability plan          Develop relationships with foundations and corporations          Cultivate funding sources through national affiliations          Submit proposal for Office of Afterschool</p>
--	---

**C. Describe how the program was implemented in collaboration with the community and how community involvement will continue.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

The management plan is designed to solicit input from and represent all community members. The Community Task Force (CTF) - consisting of students, parents, community members, program staff and partners - will be formed as a subcommittee of the Central Texas Afterschool Network. Travis County and AISD are founding members of the Central Texas Afterschool Network. CTAN represents hundreds of youth serving organizations throughout Central Texas. CTAN's primary strategic direction is to promote afterschool access for all children in Central Texas. Many of the youth served by CTAN member organizations benefit from 21<sup>st</sup> CCLC programs. The CTF will assist in developing program goals, providing support and guidance, securing community buy-in and support, and assisting in the development of the strategic plan. The CTF will meet on a monthly basis to troubleshoot, provide feedback and plan corrective action if necessary to ensure that grant goals and objectives are met.

In addition, individual campus advisory committees will be responsible for providing feedback on the program at their respective campuses and securing neighborhood support. Each committee will consist of school administrators, teachers, parents, and youth. The responsibility of these groups is to provide guidance in the design and implementation of a program that is representative of the community's needs.

It is the belief of Travis County and AISD that when all stakeholders are informed and involved, the likelihood of sustainability increases.

**D. Confirm by checking the box that an annual operation plan will be prepared for each year and submitted with the continuation application that provides the activities, steps, and processes that will be implemented to address the current year of the strategic plan.**

231

<p><b>For TEA Use Only</b>          Last Updated 4-2-09 at 4:55pm          Adjustments and/or annotations made on this have been confirmed with _____          by e-mail/telephone/FAX on _____          by _____ of TEA</p>	<p align="center"><b>TEXAS EDUCATION AGENCY          Standard Application System (SAS)</b></p> <p align="center"><b>School Year 2009-2010</b></p>	<p align="right">227-901          County District No.</p> <p align="right">_____          Amendment No</p>
<p align="center"><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b>  <b>Schedule #4B – Program Description – Part 1 Program Requirements (Cont.)</b></p>		

E. Confirm by checking the box that the strategic plan and annual operation plan will be submitted by the end of the first year with the continuation application.

**3. Community Task Force**

A. Confirm by checking the box that a community task force will be developed for each community/city (or a collaboration where multiple districts are involved), or grantees may join an existing network, which must be fully operational before the end of the first year.

B. Confirm by checking the box that the community task force will help develop goals and provide support and guidance for the 21<sup>st</sup> CCLC program.

C. Confirm by checking the box that the community task force will assist in securing community buy-in and support for the program.

D. Confirm by checking the box that the community task force will assist in the development and implementation of the strategic plan.

E. Describe how the preliminary plan will meet the program requirements of the task force. Please include responsible staff and timelines. (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Due in part to having very successful long-term relationships with our partner organizations and other 21<sup>st</sup> CCLC grantees in Central Texas, the process of strategic planning is already well underway for this project. All partners will be included in program planning sessions, afterschool visioning exercises, and team building. Immediately upon notification of grant award, we will convene our CTF, which will include partner representatives, Project Directors from other Central Texas 21<sup>st</sup> CCLC grants and CTAN members. The first order of business will be to align our calendars and create a timeline for development and implementation of a formal 5-year strategic plan for the program to be funded.

Since we have already laid much of the groundwork for a comprehensive strategic plan, we will align our plans to ensure that our common mission and resources are sufficient for achieving our operational goals. This model will allow us to fine-tune our strategies and formalize our feedback loop for any corrective actions that may be required once the program is underway. This approach is consistent with our overall management plan and will facilitate maximum involvement of all stakeholders. The completion of our strategic plan will include the following steps:

<u>Tasks</u>	<u>Person Responsible</u>	<u>Timeline</u>
Convene CTF members	Project Director	June, 2009
Develop vision, mission, strategies, and activities	CTF members	July/August, 2009
Identify resources and support needed	CTF members	September, 2009 – May, 2010
Implement the plan	CTF members	January, 2010 – June, 2010

**4. Staffing**

A. Confirm by checking the appropriate boxes that the Project Director will perform the following functions:

- i. Manage, coordinate, and oversee all grant activities.
- ii. Implement and facilitate staff training in coordination with the Technical Assistance Coordinator.
- iii. Develop and maintain an organizational chart of all staff involved with the program to include the roles, responsibilities and qualifications of all staff and organizations participating in the program.
- iv. Serve as the main contact with the agency regarding all requirements and issues related to the program, to include data collection and program implementation.
- v. Keep TEA informed of accurate contact information for key personnel including the Project Director/primary contact, fiscal agency, business manager, data specialist, and grant writer.

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	<u>227-901</u> County District No.  _____ Amendment No
<b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b>		
<b>Schedule #4B – Program Description – Part 1 Program Requirements (Cont.)</b>		

**B. Confirm by checking the appropriate boxes that the Site Coordinator will perform the following functions:**

- i. Be available for each center to coordinate all activities (unless only one center is submitted for funding in the application).
- ii. Be readily available during the school day to provide advocacy for students enrolled in the 21<sup>st</sup> CCLC program.
- iii. Work with principals and school officials regarding recruitment efforts and activity planning to ensure alignment with the school day.
- iv. Conduct the campus needs assessment and develop the campus service delivery plan.
- v. Meet with students, teachers, and parents as necessary to communicate student needs.
- vi. Facilitate strategies for student assessments, student interventions, personal graduation plans, and determine the best course of action.
- vii. Gather student and grant-level data (ensuring the safety and confidentiality of student information) to include grades, attendance, behavior referrals, student program participation, staffing, and partners.
- viii. Enter required data into the 21<sup>st</sup> CCLC tracking system within specified timelines.
- ix. Attend required conferences and training sessions, and facilitate training to staff.
- x. Make reasonable accommodations to meet with assigned Technical Assistance Coordinator as requested, either through scheduled/unscheduled visits, and participate in scheduled conference calls.
- xi. Work with partners, community stakeholders, and vendors to coordinate program services.

**5. Management Plan**

**Describe how the grant activities will be managed for the proposed centers and monitored on a day-to-day basis.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

The Project Director is responsible for overseeing the grant (programmatic and fiscal component) and serving as a liaison between Travis County, Austin ISD and TEA personnel. S/he will also oversee all site coordinators and the Program Quality Coordinator. The Program Quality Coordinator will be primarily responsible for the curriculum development and alignment of 21<sup>st</sup> CCLC programming with AISD curriculum and TEKS and will work in a more administrative nature with school personnel. The Site Coordinators will work closely with teachers, counselors and other campus personnel to ensure that each school's respective needs are being met. The Site Coordinators will work to ensure that delivery of services to students is appropriate and meeting grant requirements as well. The Project Director will meet with all 21<sup>st</sup> CCLC-related staff on a monthly basis to be apprised of project progress and will be available to address other programmatic issues/concerns as necessary. However, the Program Quality Coordinator is ultimately responsible for monitoring and managing school sites. Each staff member hired by Travis County HHS/VS will receive orientation on Travis County's, Austin ISD's and TEA's procedures. More specifically, each staff member will be trained by existing programmatic staff and attend all grantor trainings, conferences, workshops, and meetings so as to be familiar with grant requirements and plans specific to Travis County's project. The management plan implemented by Travis County is based on the principles of site-based management and continuous improvement as recommended by the U.S. Department of Education in *Continuous Improvement Management (CIM) for 21<sup>st</sup> Century Community Learning Centers (1999)*. In such a management structure, the Full Management Team, in consultation with the project partners and campus leaders, makes all major program decisions. This approach incorporates a focus on continuous quality improvement that seeks to make changes in programming on a regular basis based on evaluative feedback delivered in an iterative fashion.

203

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	<u>227-901</u> County District No.  _____ Amendment No
<b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b>		
<b>Schedule #4B –Program Description – Part 1 Program Requirements (Cont.)</b>		

**Confirm by checking the appropriate boxes that the aforementioned management plan includes the following components:**

**Communication**

- A. On-going communication between Project Directors and Site Coordinators to ensure that all parties are informed of the application requirements and amendments to include providing them with a copy of the approved application.
- B. Coordination with the Technical Assistance Coordinator (TAC) and agreement to implement all recommendations as necessary.
- C. A standard process in place among all stakeholders to ensure on-going communication and coordination in order to identify and address issues regularly.

**Training**

- D. Personnel involved with the development of the application and with a key major role, i.e. business office staff, superintendent, grant management staff will attend a required orientation on program and fiscal issues to be held in August 2009, in Dallas (announced upon Notification of Grant Award).
- E. Funds have been budgeted for the required attendance of the Project Director and Site Coordinators at all trainings, conferences, workshops and meetings to include the national and state conferences and other Technical Assistance trainings as requested by TEA (the number of training workshops for the 2009-2010 school year have not yet been established; however, in addition to the State and National Conference, grantees must budget for at least 2 regional trainings).
- F. Appropriate staff participation in all surveys and needs assessments developed by the state technical assistance provider, Edvance Research, Inc., on behalf of TEA.

**Tracking and Data Collection**

- G. **Describe how student and program level data will be collected in preparation for entry into the 21<sup>st</sup> CCLC Tracking System (see TEA Requirement # 5G, Part 2: Program Requirements).** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

In years one through five, Travis County will subcontract with the AISD Department of Program Evaluation (DPE) to collect student-level data and complete the necessary TEA reports. Beginning in year two, Travis County will subcontract with the AISD DPE to conduct an independent evaluation of the 21<sup>st</sup> CCLC program. AISD DPE evaluates federal and state grants for the district and will provide an unbiased and objective report to TEA about program outcomes. AISD currently uses SASI as the district-wide system of recording data associated with attendance, office referrals, progress on state standardized tests, and passing rates in regular day classes. The Travis County 21<sup>st</sup> CCLC program will use web-based software (EZ Reports) to track student attendance and other program activity data needed for TEA reports. The AISD DPE evaluator will ensure that data is extracted from SASI and compiled with EZ Reports for accurate, independent, and objective reporting to TEA

**Confirm by checking the appropriate boxes that the aforementioned management plan includes the following components:**

- H. Established data quality and processes to protect confidential student information and education records according to the Family Educational Rights and Privacy Act (FERPA). FERPA guidance can be found at: <http://www.ed.gov/policy/gen/quid/fpco/ferpa/index.html>.
- I. Establish policies regarding the encrypting of removable media and carrying confidential student level information on agency laptops, USB flash drives, and other removable media; policies must specify the downloading of student data on home computers is not allowed.

24

<p>Last Updated 4-2-09 at 4:55pm  <b>For TEA Use Only</b>  Adjustments and/or annotations made on this have been confirmed with _____  by e-mail/telephone/FAX on _____  by _____ of TEA</p>	<p align="center"><b>TEXAS EDUCATION AGENCY  Standard Application System (SAS)</b></p> <p align="center"><b>School Year 2009-2010</b></p>	<p align="right"><u>227-901</u>  County District No.</p> <p align="right">_____  Amendment No</p>
<p align="center"><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p align="center"><b>Schedule #4B --Program Description -- Part 1 Program Requirements (Cont.)</b></p>		

**Monitoring & Evaluation**

- J. Adopt and report on TEA goals, specific program objectives, and performance measures in a timely fashion.
- K. Evaluate center activities for effectiveness and continuous improvement.
- L. Conduct regular, internal monitoring to ensure compliance with all grant requirements and cooperate with program implementation assurance conducted by TEA.
- M. Conduct an evaluation (internal or external) after year 1 to assess progress towards achieving the stated goals and objectives and how the results will be used to refine, improve and strengthen the program or activity.

**6. Center Operation Requirements**

**By checking the boxes provided, confirm that you have read and understand the following two paragraphs:**

- B. Programs must begin services no later than Tuesday, September 8, 2009, and maintain the services within the timelines stated in this application. Failure to do so may result in reduced funding and the allocated funds may be reduced proportionate to reduction of scope in implementation time.
- C. Each center must serve the amount of regular, unduplicated students per year as stated in the grant application (a regular student is one that attends the program 30 days or more during the school year). The funding amount in continuation years will be contingent upon the number of students served in the prior year.
- D. Describe how recruitment efforts will be aimed at students in need of academic assistance. (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

Travis County staff will work closely with each school's administrator, teachers, and counselors to identify students who are in need of academic assistance. AISD requires that all students at-risk of failure have an Individual Education Plan. The Site Coordinators will have access to these plans. Once the target population is identified, recruitment will begin.

**Confirm by checking the boxes that you have read and understand the following:**

- E. Centers must provide a consistent and dependable schedule of activities for both students and parents.
  - i. Rotation of student participation (such as restricting attendance by grade level on various days)/ or alternative day schedules is not allowed.
  - ii. Program must be offered a minimum of 12 hours per week, 4-5 days per week, Sunday through Saturday, for the fall and spring term.
- F. Centers must provide a summer program to operate at least 4 hours per day, 4 days per week, for a minimum of 4 weeks.
- G. Centers must obtain necessary parental consent for students to participate in the 21<sup>st</sup> CCLC program.
- H. Centers must ensure that a process is in place to document and address emergency situations, including an emergency readiness plan, emergency contact information, and follow-up documentation.

24

<p><b>For TEA Use Only</b>          Last Updated 4-2-09 at 4:55pm          Adjustments and/or annotations made on this have been confirmed with _____          by e-mail/telephone/FAX on _____          by _____ of TEA</p>	<p align="center"><b>TEXAS EDUCATION AGENCY          Standard Application System (SAS)</b></p> <p align="center"><b>School Year 2009-2010</b></p>	<p align="right">227-901          County District No.</p> <p align="right">_____          Amendment No</p>
<p align="center"><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p align="center"><b>Schedule #4B – Program Description – Part 1 Program Requirements (Cont.)</b></p>		

**Activity Planning Requirements:**

- I. **Confirm by checking the box** that all activities (including service learning projects) are developed using the **Center Service Delivery Plan** (see Program Operating Procedures, posted online). The Center Service Delivery Plan will be required upon notification of grant award for each host center participating in the program with activities developed based on the **Four Component Activity Guide** (see Appendix 2: Four Component Activity Guide, Part 3: Schedule Instructions, for full list of activities).
- J. **Confirm by checking the box** that you have read and understood the chart below which provides a description of the types of activities that must be offered in each of the four components.

<b>Academic Assistance</b>	<b>Enrichment</b>	<b>Family and Parental Support Services</b>	<b>College and Workforce Readiness</b>
Services and activities that support all educational areas as needed to promote student achievement and success in their school experiences. Programs should create exciting intrinsic motivation to sustain constant student participation.	Services and activities that provide positive social, cultural, recreational, interpersonal skills, health and wellness, and experiences to enrich and expand students' understanding of life and involvement in community.	Services and activities that support and help to increase the participation of parents in the students' educational experience.	Services and activities that promote workforce awareness, job and/or college readiness, skills training, preparation for the workforce and assistance in the attainment of employment and/or funding for college.

- K. Confirm by checking the box that activities provided support the Campus Improvement Plan (for school(s) identified as in need of improvement under Title I, Section 1116 School Improvement).
- L. Confirm by checking the box that proposed activities must be those not currently listed on the Campus Improvement Plan (CIP) or supplement the CIP.
- M. Confirm by checking the box that activities are based upon the campus needs assessment and aligned to help meet the performance objectives.
- N. Confirm by checking the box that activities are **45 minutes in length** and planned for each hour a center is open.
- O. Confirm by checking the box that activities are well planned and supplement the school day content by using a variety of instructional methods different from those used in the classroom.
- P. Confirm by checking the box that activities are regular, on-going and appropriate to the age and grade level of the students to be served and provided year round to expand and enhance learning.
- Q. Confirm by checking the box that activities are hands-on and encourage student attendance and participation.
- R. Confirm by checking the box that curriculum for academic related activities align with TEKS whenever possible.
- S. Confirm by checking the box that activities are supervised by qualified individuals at all times and ensure that the appropriate supervising adult to student ratio (22 to 1) is met.
- T. Confirm by checking the box that activities include the resources necessary to meet student's needs.
- U. Confirm by checking the box that access to small group instruction is designed to provide intervention and accelerated learning for students at risk of academic failure.

242

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY          Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  _____ Amendment No
<b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b> <b>Schedule #4B – Program Description – Part 1 Program Requirements (Cont.)</b>		

**7. Written Agreements**

Confirm by checking the box that all written agreements are included in this grant application.   
 Confirm by checking the box that all written agreements have been developed for services through community partnerships between a local educational agency, a community-based organization, and/or another public or private entity.

**Confirm by checking the appropriate boxes that the written agreements address the following requirements:**

- A. The roles and responsibilities of each in establishing a center and providing activities.
- B. The roles and responsibilities of each in implementing the proposed program and how each will contribute to the program, including who will serve as the fiscal agent.
- C. If there are costs for services provided by one or more parties, the information should be included.
- D. The roles of each in providing, sharing and reporting student data and information to meet grant reporting requirements to ensure that timelines will be met.

**8. Reapplying Organizations**

The following conditions apply to organizations that have had previous 21<sup>st</sup> CCLC grants and seek to fund new or existing centers (Cycles 1-3):

- A. Confirm by checking the box that previous grant funding was not revoked for issues of noncompliance.
- B. **Describe how grant funding has resulted in evidence of measureable student gains, progress towards stated objectives, and satisfaction of stakeholders.** (Responses limited to space provided, front side only. Use Arial or Verdana font, not smaller than 9 point).

NA

- C. **Describe the level of support provided by community stakeholders and success and/ or progress in securing additional support and/ or funding to help sustain program operations.**

NA

- D. **Describe the program's ability to continue operation at the same or higher level if Cycle 6 funding is awarded.**

NA

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	<u>227-901</u> County District No.  _____ Amendment No
<b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b> <b>Schedule #4B – Program Description – Part 2 Program Activities</b>		

**Enter activities that will be implemented in Year 1. Reproduce this schedule as many times as necessary.**

**Term(s)** column: Enter **one** of the following: Fall, Spring, Summer, Fall & Spring; Fall & Summer; Spring & Summer; Fall, Spring & Summer

**Frequency** column: Enter **one** of the following: Every week; 1 – 3 times a month; Less than once a month

Activity #	Activity Description	Term(s)	Frequency	Student or Adult/Family
1	<p><b>Targeted Instruction and Tutoring</b></p> <ul style="list-style-type: none"> <li><i>Targeted students will be provided with opportunities to participate in small group instruction and tutoring. Pre and post assessments will be conducted to assess academic gains. Certified teachers will utilize innovative instructional strategies that are aligned with TEKS and based on individual student need as stated in the Individual Education Plan.</i></li> </ul> <p><u>TEA Component</u> Academic Assistance</p> <p><u>Objective Addressed</u> Improve academic achievement for all participating students</p> <p><u>Strategies Addressed</u> Project-Based Learning Tutoring Homework Center Parent Education and Involvement ELL afterschool academies</p>	Fall, Spring, and Summer	1-3 Times per Week	Student

241

Last Updated 4-2-09 at 2:35pm

2	<p><b>Academic Support</b>  <i>Students will be provided with opportunities to learn study skills, learning styles, and problem solving through a variety of creative curricula. Students will also receive assistance with homework and other class assignments.</i></p> <p><u>TEA Component</u>          Academic Assistance          Enrichment</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>          Homework Center          Project-Based Learning          Character Development</p>	Fall and Spring	1-3 Times per Week	Student
3	<p><b>Arts &amp; Crafts</b>  <i>Students will develop an appreciation of handicrafts and a deeper understanding of the social and economical role of craft work in our society through a variety of activities that could include general arts and crafts, clay work and pottery, embroidery and sewing, quilting, leatherwork, model making, origami puppet making, and scrapbooking. All activities are TEKS aligned.</i></p> <p><u>TEA Component</u>          Enrichment</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students          Increase relationships between students and positive adult role models</i></p> <p><u>Strategies Addressed</u>          Project-Based Learning          Character Development          Parental and Community Advocacy          Peer Mentoring</p>	Fall, Spring and Summer	1-3 Times per Week	Student
4	<p><b>College and Career Awareness</b>  <i>Students will be exposed to a variety of career and post secondary opportunities through engaging and experiential explorations. Activities might include college visits, entrepreneurial exercises, and guest speakers. All activities are TEKS Aligned.</i></p> <p><u>TEA Component</u>          College and Career Readiness</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students          Increase student's awareness of post-secondary educational and career opportunities</i></p> <p><u>Strategies Addressed</u>          Project-Based Learning          Work-Based Learning          Character Development          Homework Center</p>	Fall and Spring	1-3 Times per Week	Student

24

Last Updated 4-2-09 at 4:56pm

	<p><b>English Academies</b>  <i>Students and their families will have opportunities to learn and practice their English through engaging in enrichment classes that focus on language development, reading, writing, and public speaking. All activities are TEKS aligned.</i></p> <p><u>TEA Component</u>  <i>Enrichment  Family/Parent Support</i></p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students  Increase student's awareness of post-secondary educational and career opportunities</i></p> <p><u>Strategies Addressed</u>  <i>Project-Based Learning  English Language Learner Academies  Character Development</i></p>	<p><b>Fall and Spring</b></p>	<p><b>1-3 Times per Week</b></p>	<p><b>Student</b></p>
<p><b>5</b></p>	<p><b>Family Literacy</b>  <i>Adult family members of participating 21<sup>st</sup> CCLC students will be provided with opportunities to increase their literacy and improve related educational development.</i></p> <p><u>TEA Component</u>  <i>Family/Parent Support</i></p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>  <i>Parental and Community Advocacy</i></p>	<p><b>Fall and Spring</b></p>	<p><b>1-3 Times per Week</b></p>	<p><b>Adult</b></p>
<p><b>6</b></p>	<p><b>Fine Arts</b>  <i>Students will develop an appreciation for the fine arts as a forum for creative and positive self expression. Through music and the performing and visual arts, students will improve skills related to comprehension, literacy, and higher level thinking. Activities might include drawing, painting, acting, dance, singing, music, band, and orchestra. All activities will be TEKS aligned.</i></p> <p><u>TEA Component</u>  <i>Enrichment</i></p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>  <i>Project-Based Learning  Character Based Development</i></p>	<p><b>Fall, Spring, and Summer</b></p>	<p><b>1-3 Times per Week</b></p>	<p><b>Student</b></p>

241

<p>Last Updated 4-2-09 at 4:55pm</p> <p><b>7</b></p>	<p><b>Games, Games &amp; More Games</b>  <i>Students will learn teamwork, strategic thinking, sportsmanship, conflict resolution, problem solving, and cooperation through activities such as strategy games, board games, game tables, puzzles, and role playing. All activities will be TEKS aligned.</i></p> <p><u>TEA Component</u>  <i>Enrichment</i></p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>  <i>Project-Based Learning            Character Development</i></p>	<p><b>Fall, Spring, and Summer</b></p>	<p><b>1-3 Times per Week</b></p>	<p><b>Student</b></p>
<p><b>8</b></p>	<p><b>Health &amp; Fitness</b>  <i>Students will participate in traditional and non-traditional sports, active games, cooperative games, and/or team building activities for the purpose of developing strong, healthy bodies and healthy lifestyles. In addition, students may learn to develop healthy eating habits and make healthy food choices. All activities will be TEKS aligned.</i></p> <p><u>TEA Component</u>  <i>Enrichment</i></p> <p><u>Objective Addressed</u>  <i>Increase positive behaviors and physical health for all students            Increase positive character development for all participating students</i></p> <p><u>Strategies Addressed</u>  <i>Physical Fitness and Nutrition Programming            Character Education curriculum</i></p>	<p><b>Fall, Spring, and Summer</b></p>	<p><b>1-3 Times per Week</b></p>	<p><b>Student</b></p>
<p><b>9</b></p>	<p><b>Literacy</b>  <i>Students will increase their literacy skills through activities that focus on writing, reading and comprehension, language development, and storytelling. All activities will be TEKS aligned.</i></p> <p><u>TEA Component</u>  <i>Academic Assistance            Enrichment</i></p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>  <i>Project-Based Learning            Homework Center            Tutoring            Parent Education &amp; Involvement            English Language Learner Academies</i></p>	<p><b>Fall, Spring, and Summer</b></p>	<p><b>1-3 Times per Week</b></p>	<p><b>Student</b></p>

24

<p>Last Updated: 9/1/2018</p> <p><b>10</b></p>	<p><b>Math Enrichment</b>  <i>Students will increase their knowledge of mathematics through activities that focus on higher order thinking, numerical sequencing, and order of operations. Activities could include math games, puzzles, and money sense. All activities will be TEKS aligned.</i></p> <p><u>TEA Component</u>          Academic Assistance          Enrichment</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>          Project-Based Learning          Homework Center          Tutoring          Parent Education &amp; Involvement</p>	<p>Fall, Spring, and Summer</p>	<p>1-3 Times per Week</p>	<p>Student</p>
<p><b>11</b></p>	<p><b>Outdoor &amp; Environmental Education</b>  <i>Students will develop a sense of stewardship and general appreciation for the environment and the impact of human activity on our outdoor resources. Activities might focus on gardening, conservation, recycling, water and air quality, and outdoor skills. All activities will be TEKS aligned.</i></p> <p><u>TEA Component</u>          Academic Assistance          Enrichment</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students          Increase positive character development for all participating students</i></p> <p><u>Strategies Addressed</u>          Project-Based Learning          Character Development          Homework Center</p>	<p>Fall and Spring</p>	<p>1-3 Times per Week</p>	<p>Student</p>
<p><b>12</b></p>	<p><b>Science Enrichment</b>  <i>Students will increase their knowledge of the natural world through activities that focus on scientific exploration, the scientific method, and hands-on discovery. Activities could include plant and animal science, water ecology, rocketry, space exploration, and physical science. All activities are TEKS Aligned.</i></p> <p><u>TEA Component</u>          Academic Assistance          Enrichment</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>          Project-Based Learning          Character Development          Homework Center          Peer Mentoring</p>	<p>Fall, Spring, and Summer</p>	<p>1-3 Times per Week</p>	<p>Student</p>

Last Updated	<p><b>Social Studies Enrichment</b>  <i>Students will increase their awareness of culture, history, diversity, community, and current events through activities that focus on exploring the world around them. All activities are TEKS Aligned.</i></p> <p><u>TEA Component</u>          Academic Assistance          Enrichment</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>          Project-Based Learning          Character Development          Homework Center</p>	Fall and Spring	1-3 Times per Week	Student
	<p><b>Technology</b>  <i>In order to better prepare students for the digital world, opportunities to build their technical skills in a variety of vocational and avocational interests will be provided. Activities might include animation, film making, music production and engineering, computer sciences, digital arts, video gaming, and robotics. All activities are TEKS aligned.</i></p> <p><u>TEA Component</u>          Academic Assistance          Enrichment</p> <p><u>Objective Addressed</u>  <i>Improve academic achievement for all participating students</i></p> <p><u>Strategies Addressed</u>          Project-Based Learning          Tutoring          Homework Center          Character Development</p>	Fall and Spring	1-3 Times per Week	Student
	<p><b>Youth Leadership / Development</b>  <i>To be successful adults, children must develop strength of character and the ability to make complex decisions. Youth leadership and development opportunities will help build these skills and may include activities such as scouting, student council, teen talk, girls clubs, boys clubs, leadership clubs, service clubs, teambuilding, challenge courses, and mentoring. All activities are TEKS Aligned.</i></p> <p><u>TEA Component</u>          Enrichment</p> <p><u>Objective Addressed</u>  <i>Increase positive behaviors and physical health for all students          Increase relationships between students and positive adult role models          Increase positive character development for all participating students</i></p> <p><u>Strategies Addressed</u>          Character Development and related activities          Family Support Service Groups          Service Learning          Peer Mentoring          Homework Center</p>	Fall and Spring	1-3 Times per Week	Student

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)****School Year 2009-2010**227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1****Schedule #4C-Performance Assessment and Evaluation****Part 1: Component Description** (limited to the space provided, font size no smaller than 9 pt, Arial or Verdana)

By submitting this application, the applicant agrees to comply with any reporting and evaluation requirements that may be established by the TEA and to submit the reports in the format and manner requested by TEA.

**Ongoing Monitoring/Continuous Improvement**

In year two, Travis County will contract with the AISD Department of Program Evaluation (DPE) will conduct an independent evaluation of the 21<sup>st</sup> CCLC program. DPE evaluates federal and state grants for the district and will provide an unbiased and objective report to TEA about program outcomes. AISD currently uses SASI as the district-wide system of recording data associated with attendance, office referrals, progress on state standardized tests, and passing rates in regular day classes. The 21<sup>st</sup> CCLC program uses web-based software (EZ Reports) to track student attendance and other program data needed for TEA reports. The AISD evaluator will ensure that data is extracted from SASI and compiled with EZ Reports for accurate, independent, and objective reporting to TEA.

The evaluation plan will be used to ensure continuous improvement for: 1) *Program Management* – monitors program operation, 2) *Staying on Track* – ensures that the program stays focused on the goals, objectives, strategies, and outcomes, 3) *Efficiency* – streamlines service delivery which helps lower the cost of services, 4) *Accountability* – produces evidence of program effects, and 5) *Sustainability* – provides evidence or effectiveness to all stakeholders.

Travis County and AISD agree to comply with any reporting and evaluation requirements that may be established by the Texas Education Agency and to submit the reports in the format and at the time requested by the agency. Evaluation reports produced for this grant will be distributed to TEA, the Commissioner's Court, the AISD Board of Directors and senior administrators and principals at program campuses, and electronic copies will be submitted for posting to the District's public website. All necessary steps will be taken to protect student records according to FERPA.

**Qualitative and Quantitative Data Collection Methods**

Qualitative data will be collected through interviews, focus groups, observations, and surveys. Once the data is collected, the next step is to summarize and analyze the findings in a report to stakeholders and TEA. Interviews and Focus Groups are the descriptive methods that will be used to analyze the data (including both process and product evaluation).

Quantitative data will be collected using the AISD student database, program attendance and activity records, TAKS benchmarks, and progress tests. The following are the statistical approaches to be used to analyze the quantitative data.

- Look at progress over time. What percentage of students showed an increase in their reading or math grades?
- Compare participants with non-participants when possible. How did participants score on TAKS compared to students who did not participate in the program?
- When appropriate, describe the statistical significance of findings.

Finally, the Evaluation Team will consider qualitative and quantitative results together to produce reports that examine components of program implementation for the process evaluation and student and family outcomes for the product evaluation.

**Formative Evaluation**

The Formative Evaluation will include the following process components:

- Planning, implementation, and evaluation – self assessment demonstrates effectiveness
- Communication and reporting to management – tracking meeting minutes and monthly reports
- Participation by program stakeholders – Community Task Force participation and contributions will be documented
- Professional development activities – classroom observations and participant surveys will indicate effectiveness
- Quality, type, and level of services – activity planning worksheets will specify expected outcomes
- Curriculum used – observations will reveal alignment with TEKS, state, district, and school goals
- Quality and type of instruction – program assessments will be conducted and training will align with findings
- Development of Products and Documents - the management team will approve all internal products and documents
- Strengths and Weaknesses - rating on self-assessment demonstrates continuous progress toward program objectives

Implementation of Modifications and Improvements - rating on self-assessment demonstrates continuous progress toward program objectives

<b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ of _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
---	---	--

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**  
**Schedule # 4C – Performance Assessment and Evaluation**

**Part 2: Performance Targets**

#	Performance Measure	Assessment Instrument or Tool	Current Year Performance		Target (Grant Year 1)
			Projected	Actual	
1	The percentage of all 21 <sup>st</sup> Century regular program participants whose mathematics and English grades improved from Fall to Spring.	District Records		75%	80%
2	The percentage of all 21 <sup>st</sup> Century regular program participants who improve from not proficient to proficient or above in TAKS reading and TAKS mathematics.	TAKS Results		NA	50%
3	The percentage of all 21 <sup>st</sup> Century regular program participants with teacher-reported improvement in homework completion and class participation.	District Surveys		NA	80%
4	The percentage of all 21 <sup>st</sup> Century regular program participants with teacher-reported improvements in student behavior.	District Surveys		NA	75%
5	The percentage of all 21 <sup>st</sup> Century regular program participants showing improvement in school day attendance.	District Records		NA	3%
6	The percentage of students in K-11 that promote to the next grade as of the end of the school year.	District Records		95%	95%
7	The percentage of 11 <sup>th</sup> and/or 12 <sup>th</sup> grade high school students that graduate at the end of the school year/ summer.	NA		NA	NA
8	The percentage of all 21 <sup>st</sup> Century program participants that attend 30 hours or more of programming per term.	Attendance Records		80%	95%
9	The percentage of all 21 <sup>st</sup> Century program participants involved in extracurricular school activities.	NA		20%	50%
10	The percentage of all 21 <sup>st</sup> Century program participants whose activity selection is based on a needs assessment.	Individual Education Plans		20%	60%
11	The percentage of 21 <sup>st</sup> Century Site Coordinators who implement strategies learned as a result of trainings attended. (Based on Project Director assessments).	Observations		80%	90%
12	The total number of innovative instructional activities offered.	Activity Planning Forms		15%	25%
13	The total number of students meeting with an assigned adult advocate.	Individual Education Plans		10%	30%
14	The total number of parent meetings held by the Site Coordinator.	Attendance Records		10	10
15	The total number of school day staff meetings held by the Site Coordinator.	Meeting Agendas		10	10
16	The total number of pre- and post-test assessments conducted.	Site Records		400	400
17	The total number of staff members receiving training.	Sign in Sheets			100%

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)****School Year 2009-2010**227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1****Schedule # 4D - Equitable Access and Participation- Barriers and Strategies****No Barriers**

#	No Barriers	Students	Teachers	Others
000	The applicant assures that no barriers exist to equitable access and participation for any groups.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Barrier: Gender-specific Bias**

#	Strategies for Gender-specific Bias	Students	Teachers	Others
A01	Expand opportunities for historically underrepresented groups to fully participate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A02	Provide staff development on eliminating gender bias	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A03	Ensure strategies and materials used with students do not promote gender bias	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A04	Develop and implement a plan to eliminate existing discrimination and the effects of past discrimination on the basis of gender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A05	Ensure compliance with the requirements in Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A06	Ensure students and parents are fully informed of their rights and responsibilities with regard to participation in the program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Cultural, Linguistic, or Economic Diversity**

#	Strategies for Cultural, Linguistic, or Economic Diversity	Students	Teachers	Others
B01	Provide program information/materials in home language	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B02	Provide interpreter/translator at program activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B03	Increase awareness and appreciation of cultural and linguistic diversity through a variety of activities, publications, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B04	Communicate to students, teachers, and other program beneficiaries an appreciation of students' and families' linguistic and cultural backgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B05	Develop/maintain community involvement/participation in program activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B06	Provide staff development on effective teaching strategies for diverse populations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B07	Ensure staff development is sensitive to cultural and linguistic differences and communicates an appreciation for diversity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B08	Seek technical assistance from Education Service Center, Technical Assistance Center, Title I, Part A School Support Team, or other provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B09	Provide parenting training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B10	Provide a parent/family center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B11	Involve parents from a variety of backgrounds in decision making	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B12	Offer "flexible" opportunities for parent involvement including home learning activities and other activities that don't require parents to come to the school	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B13	Provide child care for parents participating in school activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B14	Acknowledge and include family members' diverse skills, talents, and knowledge in school activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B15	Provide adult education, including GED and/or ESL classes, or family literacy program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B16	Offer computer literacy courses for parents and other program beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

252

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)****School Year 2009-2010**227-901  
County District No.

Amendment No

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1****Schedule # 4D - Equitable Access and Participation- Barriers and Strategies****Barrier: Cultural, Linguistic, or Economic Diversity (continued)**

#	Strategies for Cultural, Linguistic, or Economic Diversity	Students	Teachers	Others
B17	Conduct an outreach program for traditionally "hard to reach" parents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B18	Coordinate with community centers/programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B19	Seek collaboration/assistance from business, industry, or institution of higher education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B20	Develop and implement a plan to eliminate existing discrimination and the effects of past discrimination on the basis of race, national origin, and color	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B21	Ensure compliance with the requirements in Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, national origin, and color	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B22	Ensure students, teachers, and other program beneficiaries are informed of their rights and responsibilities with regard to participation in the program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B23	Provide mediation training on a regular basis to assist in resolving disputes and complaints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Gang-related Activities**

#	Strategies for Gang-related Activities	Students	Teachers	Others
C01	Provide early intervention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C02	Provide Counseling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C03	Conduct home visits by staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C04	Provide flexibility in scheduling activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C05	Recruit volunteers to assist in promoting gang-free communities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C06	Provide mentor program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C07	Provide before/after school recreational, instructional, cultural, or artistic programs/activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C08	Provide community service programs/activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C09	Conduct parent/teacher conferences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C10	Strengthen school/parent compacts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C11	Establish partnerships with law enforcement agencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C12	Provide conflict resolution/peer mediation strategies/programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C13	Seek collaboration/assistance from business, industry, or institution of higher education.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C14	Provide training/information to teachers, school staff, & parents to deal with gang-related issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Drug-related Activities**

#	Strategies for Drug-related Activities	Students	Teachers	Others
D01	Provide early identification/intervention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D02	Provide Counseling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D03	Conduct home visits by staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D04	Recruit volunteers to assist in promoting drug-free schools and communities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D05	Provide mentor program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule # 4D - Equitable Access and Participation- Barriers and Strategies**

**Barrier: Drug-related Activities (continued)**

D06	Provide before/after school recreational, instructional, cultural, or artistic programs/activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D07	Provide community service programs/activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D08	Provide comprehensive health education programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D09	Conduct parent/teacher conferences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D10	Establish school/parent compacts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D11	Develop/maintain community partnerships.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D12	Provide conflict resolution/peer mediation strategies/programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D13	Seek collaboration/assistance from business, industry, or institution of higher education.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D14	Provide training/information to teachers, school staff, & parents to deal with drug-related issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D15	Seek Collaboration/assistance from business, industry, or institution of higher education.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Visual Impairments**

#	Strategies for Visual Impairments	Students	Teachers	Others
E01	Provide early identification and intervention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E02	Provide Program materials/information in Braille.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E03	Provide program materials/information in large type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E04	Provide program materials/information on tape.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Hearing Impairments**

#	Strategies for Hearing Impairments	Students	Teachers	Others
F01	Provide early identification and intervention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F02	Provide interpreters at program activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Learning Disabilities**

#	Strategies for Learning Disabilities	Students	Teachers	Others
G01	Provide early identification and intervention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G02	Expand tutorial/mentor programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G03	Provide staff development in identification practices and effective teaching strategies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G04	Provide training for parents in early identification and intervention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Other Physical Disabilities or Constraints**

#	Strategies for Other Physical Disabilities or Constraints	Students	Teachers	Others
H01	Develop and implement a plan to achieve full participation by students with other physical disabilities/constraints.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

254

**For TEA Use Only**  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
 County District No.

Amendment No

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1  
 Schedule # 4D - Equitable Access and Participation**

**Barriers and Strategies**

**Barrier: Absenteeism/Truancy**

#	Strategies for Absenteeism/Truancy	Students	Teachers	Others
K01	Provide early identification/intervention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K02	Develop and implement a truancy intervention plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K03	Conduct home visits by staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K04	Recruit volunteers to assist in promoting school attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K05	Provide mentor program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K06	Provide before/after school recreational or educational activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K07	Conduct parent/teacher conferences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K08	Strengthen school/parent compacts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K09	Develop/maintain community partnerships.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K10	Coordinate with health and social services agencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K11	Coordinate with the juvenile justice system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K12	Seek collaboration/assistance from business, industry, or institution of higher education.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: High Mobility Rates**

#	Strategies for High Mobility Rates	Students	Teachers	Others
L01	Coordinate with social services agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L02	Establish partnerships with parents of highly mobile families.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L03	Establish/maintain timely record transferal system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Lack of Support from Parents**

#	Strategies for Lack of Support from Parents	Students	Teachers	Others
M01	Develop and implement a plan to increase support from parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M02	Conduct home visits by staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M03	Recruit volunteers to actively participate in school activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M04	Conduct parent/teacher conferences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M05	Establish school/parent compacts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M06	Provide parenting training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M07	Provide a parent/family center.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M08	Provide program materials/information in home language.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M09	Involve parents from a variety of backgrounds in school decision making.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M10	Offer "flexible" opportunities for involvement, including home learning activities and other activities that don't require coming to school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M11	Provide child care for parents participating in school activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M12	Acknowledge and include family members' diverse skills, talents, acknowledge in school activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M13	Provide adult education, including GED and/or ESL classes, or family literacy program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M14	Conduct an outreach program for traditionally "hard to reach" parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

25

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1  
Schedule # 4D - Equitable Access and Participation**

**Barriers and Strategies**

**Barrier: Shortage of Qualified Personnel**

#	Strategies for Shortage of qualified Personnel	Students	Teachers	Others
N01	Develop and implement a plan to recruit and retain qualified personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N02	Recruit and retain teachers from a variety of racial, ethnic, and language minority groups.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N03	Provide mentor program for new teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N04	Provide intern program for new teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N05	Provide professional development in a variety of formats for personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N06	Collaborate with colleges/universities with teacher preparation programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Lack of Knowledge regarding Program Benefits**

#	Strategies for Lack of Knowledge regarding Program Benefits	Students	Teachers	Others
P01	Develop and implement a plan to inform program beneficiaries of program activities & benefits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P02	Publish newsletter/brochures to inform program beneficiaries of activities and benefits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P03	Provide announcements to local radio stations & newspapers about program activities/benefits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P99	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Lack of Transportation to Program Activities**

#	Strategies for Lack of Transportation to Program Activities	Students	Teachers	Others
Q01	Provide transportation for parents and other program beneficiaries to activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q02	Offer "flexible" opportunities for involvement, including home learning activities and other activities that don't require coming to school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q03	Conduct program activities in community centers and other neighborhood locations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q04	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Barrier: Other Barrier**

#	Strategies for Other Barrier	Students	Teachers	Others
Z99	Other Barrier:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other Strategy:			

256

Last Updated 4-2-09 at 4:55pm <b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____		<b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b>		227-901 County District No.	
by e-mail/telephone/FAX on _____ by _____ of TEA		<b>School Year 2009-2010</b>		Amendment No _____	
<b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b>					
<b>Schedule # 4E - Private Nonprofit School Participation</b>					
<b>Part 1: Private Nonprofit School Contacts</b>					
<b>Initial Contact (this section required whether or not any private nonprofit schools are participating)</b>					
<b>Total Schools within Boundary</b>			<b>Total Eligible Students</b>		
35			NA		
<b>Initial Phase Contact Methods (this section required if any private nonprofit schools within boundaries)</b>					
<input type="checkbox"/> Certified Letters <input type="checkbox"/> Documented Phone Calls <input type="checkbox"/> Meetings <input type="checkbox"/> Fax Documents <input type="checkbox"/> e-Mail Communications					
<input checked="" type="checkbox"/> Other Method: letters					
<b>Part 2: Consultation and Services</b>					
<b>Participant Consultation</b>					
<b>Development and Design Phase Consultation Methods</b>					
<input type="checkbox"/> Certified Letters <input type="checkbox"/> Documented Phone Calls <input type="checkbox"/> Meetings <input type="checkbox"/> Fax Documents <input type="checkbox"/> e-Mail Communications					
<input type="checkbox"/> Other Method:					
<b>Requirements Considered (P.L. 107-110, Section 9501 (c))</b>					
<input type="checkbox"/> How children's needs will be identified					
<input type="checkbox"/> What services will be offered					
<input type="checkbox"/> How, where, and by whom the services will be provided					
<input type="checkbox"/> How the services will be academically assessed, and how the results of that assessment will be used to improve those services					
<input type="checkbox"/> The size and scope of the equitable services to be provided to the eligible private nonprofit school children, and the proportion of funds that is allocated under subsection (a)(4) for such services					
<input type="checkbox"/> The method or sources of data that are used under subsection (c) and section 1113(c)(1) to determine the number of children from low-income families and participating school attendance areas who attend private nonprofit schools					
<input type="checkbox"/> How and when the organization will make decisions about the delivery of services to such children, including a thorough consideration & analysis of the views of the private nonprofit school officials on the provision of services through a contract with potential third-party providers					
<input type="checkbox"/> How, if the organization disagrees with the views of the private nonprofit school officials on the provision of services through a contract, the organization will provide in writing to such officials an analysis of the reasons why the organization has chosen not to use a contractor					
<input type="checkbox"/> Other:					
<b>Services and Benefits Delivery</b>					
<b>Designated Places/Sites</b>					
<input type="checkbox"/> Public School		<input type="checkbox"/> Private Nonprofit School		<input type="checkbox"/> Neutral Site	
<input type="checkbox"/> Other Place:					
<b>Designated Times</b>					
<input type="checkbox"/> Regular School Day		<input type="checkbox"/> Before School Day		<input type="checkbox"/> After School Day	
<input type="checkbox"/> Summer Vacation		<input type="checkbox"/> Other Time:			
<b>Total Participants</b>					
<input type="checkbox"/> No Schools Participating		<input type="checkbox"/> No Students Participating		<input type="checkbox"/> No Teachers Participating	
<b>Total Schools:</b>		<b>Total Students:</b>		<b>Total Teachers:</b>	

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1  
Schedule # 4F - Private Nonprofit School Participation**

**Part 3: Selection Criteria / Activity Timeline**

#	Private Nonprofit School Name # Students and Teachers		Selection Criteria	Major Activities	Begin Date
					End Date
1	Students:	Teachers:			
2	Students:	Teachers:			
3	Students:	Teachers:			
4	Students:	Teachers:			
5	Students:	Teachers:			
6	Students:	Teachers:			
7	Students:	Teachers:			
8	Students:	Teachers:			
9	Students:	Teachers:			
10	Students:	Teachers:			
11	Students:	Teachers:			
12	Students:	Teachers:			

**N/A**

25

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1  
Schedule # 4F - Private Nonprofit School Participation**

**Part 3: Selection Criteria / Activity Timeline**

#	Private Nonprofit School Name # Students and Teachers		Selection Criteria	Major Activities	Begin Date
					End Date
13	Students:	Teachers:			
14	Students:	Teachers:			
15	Students:	Teachers:			
16	Students:	Teachers:			
17	Students:	Teachers:			
18	Students:	Teachers:			
19	Students:	Teachers:			
20	Students:	Teachers:			
21	Students:	Teachers:			
22	Students:	Teachers:			
23	Students:	Teachers:			
24	Students:	Teachers:			

**N/A**

25

Last Updated by <u>TEA Use Only</u> Adjustments and/or annotations made on this have been confirmed with _____  by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b>  <b>School Year 2009-2010</b>	227-901 County District No.  Amendment No
--	---	--

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5- Program Budget Summary**

<b>Program Authority:</b> PL107-110. Title IV, Part B-21 <sup>st</sup> Century Community Learning Centers	<b>Fund Code/Shared Services Arrangement Code</b>  265
---	--

**Project Period: August 1, 2009, through July 31, 2010**

Class/Object Code and Description	Program Cost	Admin Cost	Total Budget	Match	
Payroll Costs	5B 6100 954,042	42,595	996,637		
Professional and Contracted Services	5C 6200 795,858		795,858		
Supplies and Materials	5D 6300 16,630	3,667	20,297		
Other Operating Costs	5E 6400 78,405		78,405		
Capital Outlay (Exclusive of 6619 and 6629) (15XX for charter schools only)	5G 6600/15XX				
	Total Direct Costs	\$1,844,935	46,262	1,891,197	
	Indirect Costs 1.1%		20,803	20,803	
<b>Grand Total</b>					
Total Budgeted Costs:		\$1,844,935	67,065	1,912,000	
<b>Shared Services Arrangement</b>					
6493	Payments to Member Districts of Shared Services Arrangements	\$	\$	\$	

<b>Administrative Cost Calculation</b>	
Enter total amount from Schedule #5 Budget Summary, Last Column, Total Budgeted Costs	1,912,000
Multiply by .05 (5% limit)	X .05
Enter Maximum Allowable for Administration, including indirect costs.	95,600

Note: **Maintenance of Effort is required for each year of the grant, including Cycle 6, Year 1.**

*266*

<p><b>For TEA Use Only</b> Adjustments and/or annotations made on this have been confirmed with _____ by e-mail/telephone/FAX on _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u> County District No.</p> <p>_____ Amendment No</p>
---	--	---

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5B—Payroll Costs (6100)**

**Budgeted Costs**

#	Employee Position Titles	Justification	#Full-Time Effort	#Part-Time Effort	Amount Budgeted	Match
<b>Academic</b>						
1	Teacher				\$	
2	Educational Aide				\$	
3	Tutor				\$	
<b>Program Management and Administration</b>						
4	Project Director	<b>Overall management of the 21<sup>st</sup> CCLC grant program</b>	<b>1</b>		\$59,183	
5	Site Coordinator	<b>Supervise the ten sites hosting the after-school programs</b>	<b>10</b>		\$330,510	
6	Teacher Facilitator				\$	
7	Teacher Supervisor				\$	
8	Secretary/Administrative Assistant				\$	
9	Data Entry Clerk				\$	
10	Accounting Clerk	<b>Provide administrative, purchasing and bookkeeping support to Project Director</b>	<b>1</b>		\$31,571	
11	Evaluator/Evaluation Specialist				\$	
<b>Auxiliary</b>						
12	Counselor				\$	
13	Social Worker				\$	
14	Child Care Provider				\$	
15	Community Liaison/Parent Coordinator				\$	
16	Bus Driver				\$	
17	Cafeteria Staff				\$	
18	Librarian				\$	
19	School Nurse				\$	
<b>Education Service Center (when the ESC is the applicant)</b>						
20	ESC Specialist/Consultant				\$	
21	ESC Coordinator/Manager/Supervisor				\$	
<b>Other Employee Positions</b>						
22	Title: Program Quality Coordinator		<b>1</b>		\$48,311	
23	Title: Part-time Instructor – 40 Fall Term 3 hrs. per day x \$14.18 per hour x 65 days per week x 4 Youth Workers per school x 10 schools = <b>\$110,604</b> (Three days added for training)		<b>40</b>		\$276,226	
	Title: Spring Term 3 hrs. per day x \$14.18 per hour x 84 days x 4 Youth Workers per school x 10 schools = <b>\$142,934</b> (Three days added for training)					
	Title: Summer Term 4 hrs. per day x \$14.18 per hour x 20 days x 2 Youth Workers per school x 10 schools = <b>\$22,688</b>					
24	Title:					
25	Title:					
26	<b>Subtotal Employee Costs</b>				\$745,801	
<b>Substitute, Extra-Duty, Benefits</b>						
27	6112	Substitute Pay				
28	6119	Professional Staff Extra-Duty Pay				
29	6121	Support Staff Extra-Duty Pay				
30	6140	Employee Benefits			\$250,836	
31	<b>Subtotal Substitute, Extra-Duty, Benefits Costs</b>				\$250,836	

<p><b>For TEA Use Only</b></p> <p>Last Update: 5pm  Adjustments and/or annotations made  on this have been confirmed with _____</p> <p>by e-mail/telephone/FAX on _____  by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY  Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u>  County District No.</p> <p>_____  Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p><b>Schedule #5B—Payroll Costs (6100)</b></p>		
<p>32</p>	<p><b>Grand Total Payroll Budget (line 26 + line 31)</b></p>	<p><b>\$996,637</b></p>

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA.

**TEXAS EDUCATION AGENCY  
Standard Application System  
(SAS)**

**School Year 2009-2010**

**227-901**  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval**

Expense Item Description		Amount Budgeted	Match
621 2	Audit Costs (other than audits required under OMB Circular A-133) Specify purpose: _____	\$	
626 9	Rental or Lease of Buildings, Space in Buildings, or Land Specify purpose and provide calculation: _____	\$	
629 9	Contracted Publication and Printing Costs (specific approval required only for nonprofits) Specify purpose: <u>TI</u>		
629 9	Scholarships and Fellowships (not allowed for nonprofit organizations) Specify purpose: _____	\$	

**Subtotal**

**6200 - Professional and Contracted Services Cost Requiring Specific Approval**

**Professional and Consulting Services (6219/6239) or Subgrants (6290) Less than \$10,000**

#	Topic/Purpose/Service	Subgrant	Payment Amount	Amount Budgeted	Match
1.		<input type="checkbox"/>	\$		
2.		<input type="checkbox"/>	\$		
3.		<input type="checkbox"/>	\$		
4.		<input type="checkbox"/>	\$		
5.		<input type="checkbox"/>	\$		
6.		<input type="checkbox"/>	\$		
7.		<input type="checkbox"/>	\$		
8.		<input type="checkbox"/>	\$		
9.		<input type="checkbox"/>	\$		
10.		<input type="checkbox"/>	\$		

**Subtotal**

**Professional and Consulting Services or Subgrants Less than \$10,000**

**Professional and Consulting Services (6219) or Subgrants (6290) Greater than or Equal to \$10,000**

**1. Topic/Purpose/Service**  Subgrant

**Science Enrichment**

Class/Object Code and Description	# Positions	Payment Amount	Amount Budgeted	Match
6100 Payroll Costs Title: <u>Fall Term</u> \$30 per hour x 3 hours a day x 50 days x 10 positions = <b>\$45,000</b> \$20 per hour x 3 hours a day x 3 days x 10 positions = <b>\$1,800</b> (training) <u>Spring Term</u> \$30 per hour x 65 days x 3 hours a day x 10 positions = <b>\$58,500</b> \$20 per hour x 3 hours a day x 3 days x 10 positions = <b>\$1,800</b> (training) <u>Summer Term</u> \$30 per hour x 16 days x 4 hours a day x 10 positions = <b>\$19,200</b> <b>No training during Summer Term</b>	10		\$126,300	
6200 Professional and Contracted Services				
6300 Supplies and Materials (Fishing equipment, rockets, science project supplies)			11,971	
6400 Other Operating Costs (Mileage and General Operating Expenses)			1,300	

*Handwritten signature*

<p>Last Updated 12-09 at 4:55pm  <b>For TEA Use Only</b>  Adjustments and/or annotations made on this have been confirmed with _____  by e-mail/telephone/FAX on _____  by _____ of TEA.</p>	<p><b>TEXAS EDUCATION AGENCY  Standard Application System  (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u>  County District No.  Amendment No _____</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p><b>Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval</b></p>		
<p>6600</p>	<p>Capital Outlay (Subgrants Only)</p>	<p></p>
<p><b>Total Payment:</b></p>		<p><b>\$139,571</b></p>

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System  
(SAS)**

**School Year 2009-2010**

**227-901**  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval  
(cont.)**

**Professional and Consulting Services (6219) or Subgrants (6290) Greater than or Equal to \$10,000  
(cont.)**

**2. Topic/Purpose/Service**  Subgrant

**Literacy Enrichment**

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs Title: <ul style="list-style-type: none"> <li><u>Fall Term</u> \$30 per hour x 3 hours a day x 50 days x 10 positions = <b>\$45,000</b></li> <li>\$20 per hour x 3 hours a day x 3 days x 10 positions = <b>\$1,800</b> (training)</li> <li><u>Spring Term</u> \$30 per hour x 65 days x 3 hours a day x 10 positions = <b>\$58,500</b></li> <li>\$20 per hour x 3 hours a day x 3 days x 10 positions = <b>\$1,800</b> (training)</li> <li><u>Summer Term</u> \$30 per hour x 16 days x 4 hours a day x 10 positions = <b>\$19,200</b></li> <li><b>No training during Summer Term</b></li> </ul>	10		\$126,300	
6200	Professional and Contracted Services				
6300	Supplies and Materials (Books and reading games)			5,750	
6400	Other Operating Costs (Mileage and General Operating Expenses)			1,300	
6600	Capital Outlay (Subgrants Only)				

**Total Payment**

**Total Payment:** \$133,350

**3. Topic/Purpose/Service**  Subgrant

**Fine Arts Enrichment**

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs Title: <ul style="list-style-type: none"> <li><u>Fall Term</u> \$30 per hour x 3 hours a day x 25 days x 5 positions = <b>\$11,250</b></li> <li>\$20 per hour x 3 hours a day x 3 days x 5 positions = <b>\$900</b> (training)</li> <li><u>Spring Term</u> \$30 per hour x 32 days x 3 hours a day x 5 positions = <b>\$14,400</b></li> <li>\$20 per hour x 3 hours a day x 3 days x 5 positions = <b>\$900</b> (training)</li> <li><u>Summer Term</u> \$30 per hour x 8 days x 4 hours a day x 5 positions = <b>\$4,800</b></li> <li><b>No training during Summer Term</b></li> </ul>	5		\$32,250	
6200	Professional and Contracted Services				
6300	Supplies and Materials (Art supplies)			5,750	
6400	Other Operating Costs (Mileage and General Operating Expenses)			1,300	
6600	Capital Outlay (Subgrants Only)				

**Total Payment:** \$39,300

**4. Topic/Purpose/Service**  Subgrant

**Math Enrichment**

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs	5		\$63,150	

Last Updated: <u>For TEA Use Only</u> Adjustments and/or annotations made on this have been confirmed with _____  by e-mail/telephone/FAX on _____ by _____ of TEA	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System</b> <b>(SAS)</b>  <b>School Year 2009-2010</b>	<b>227-901</b> County District No.  Amendment No. _____
--	---	--

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval (cont.)**

**Professional and Consulting Services (6219) or Subgrants (6290) Greater than or Equal to \$10,000 (cont.)**

	Title:	<u>Fall Term</u> \$30 per hour x 3 hours a day x 50 days x 5 positions = <b>\$22,500</b> \$20 per hour x 3 hours a day x 3 days x 5 positions = <b>\$900</b> (training) <u>Spring Term</u> \$30 per hour x 65 days x 3 hours a day x 5 positions = <b>\$29,250</b> \$20 per hour x 3 hours a day x 3 days x 5 positions = <b>\$900</b> (training) <u>Summer Term</u> \$30 per hour x 16 days x 4 hours a day x 5 positions = <b>\$9,600</b> <b>No training during Summer Term</b>			
6200	Professional and Contracted Services				
6300	Supplies and Materials (Instructional games and materials)			5,750	
6400	Other Operating Costs (Mileage and General Operating Expenses)			1,300	
6600	Capital Outlay (Subgrants Only)				
<b>Total Payment:</b>					

**Total Payment: \$70,200**

**5. Topic/Purpose/Service**  Subgrant

**Health and Fitness**

	Class/Object Code and Description	# Positions	Payment Amount	Amount Budgeted	Match
	Payroll Costs	10			
6100	Title: <u>Fall Term</u> \$30 per hour x 3 hours a day x 25 days x 10 positions = <b>\$22,500</b> \$20 per hour x 3 hours a day x 3 days x 10 positions = <b>\$1,800</b> (training) <u>Spring Term</u> \$30 per hour x 32 days x 3 hours a day x 10 positions = <b>\$28,800</b> \$20 per hour x 3 hours a day x 3 days x 10 positions = <b>\$1,800</b> (training) <u>Summer Term</u> \$30 per hour x 8 days x 4 hours a day x 10 positions = <b>\$9,600</b> <b>No training during Summer Term</b>			\$64,500	
6200	Professional and Contracted Services				
6300	Supplies and Materials (Balls, nets, hoops, goals, etc.)			5,750	
6400	Other Operating Costs (Mileage and General Operating Expenses)			1,300	
6600	Capital Outlay (Subgrants Only)				
<b>Total Payment:</b>					

**Total Payment: \$71,550**

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System  
(SAS)**

**School Year 2009-2010**

**227-901**  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval  
(cont.)**

**Professional and Consulting Services (6219) or Subgrants (6290) Greater than or Equal to \$10,000  
(cont.)**

**6. Topic/Purpose/Service**  Subgrant

**Data Collection/TEA Reporting/Academic Support/Custodial Services**

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs AISD Evaluator - 1 \$53,960 x .30 = <b>\$16,188</b>  Evaluation Asst. - 1 \$43,496 x .30 = <b>\$13,049</b>  Certified Teachers - 20 Fall Term \$35 per hour x 3 hours a day x 50 days x 20 positions (2 per school) = <b>\$105,000</b> \$29 per hour x 1.25 hours a day x 3 days x 20 positions (2 per school) = <b>\$2,175</b> (training) Spring Term \$35 per hour x 65 days x 3 hours a day x 20 positions (2 per school) = <b>\$136,500</b> \$29 per hour x 1.25 hours a day x 3 days x 20 positions (2 per school) = <b>\$2,175</b> (training)  <b>No Teachers are needed during Summer Term</b>  Custodians - 10 Summer Term 1 hr. per day x \$15 per hour x 20 days x 1 custodian per school x 10 schools = <b>\$3,000</b> (All 10 schools are expected to charge for custodial service due to increased work load during the summer.)	32		\$278,087	
6200	Professional and Contracted Services				
6300	Supplies and Materials (Office supplies)			1,000	
6400	Other Operating Costs (EZ Reports) (\$1,000 per school per year for software license) - \$10,000			10,000	
6600	Capital Outlay (Subgrants Only)				
<b>Total Payment:</b>				<b>\$289,087</b>	

**7. Topic/Purpose/Service**  Subgrant

**Character Education/Youth Development**

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs	3		19,350	

Last Updated: 2/28/09  
**For TEA Use Only**  
 Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
 by e-mail/telephone/FAX on \_\_\_\_\_  
 by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
 Standard Application System  
 (SAS)**  
**School Year 2009-2010**

227-901  
 County District No.  
 Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1  
 Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval  
 (cont.)**

**Professional and Consulting Services (6219) or Subgrants (6290) Greater than or Equal to \$10,000  
 (cont.)**

	Title:	<u>Fall Term</u> \$30 per hour x 3 hours a day x 25 days x 3 positions = <b>\$6,750</b> \$20 per hour x 3 hours a day x 3 days x 3 positions = <b>\$540</b> (training) <u>Spring Term</u> \$30 per hour x 32 days x 3 hours a day x 3 positions = <b>\$8,640</b> \$20 per hour x 3 hours a day x 3 days x 3 positions = <b>\$540</b> (training) <u>Summer Term</u> \$30 per hour x 8 days x 4 hours a day x 3 positions = <b>\$2,880</b> <b>No training during Summer Term</b>			
6200	Professional and Contracted Services				
6300	Supplies and Materials (Books and games)			5,750	
6400	Other Operating Costs (Mileage and General Operating Expenses)			1,300	
6600	Capital Outlay (Subgrants Only)				

**Total Payment:** \$26,400

**8. Topic/Purpose/Service**  Subgrant  
**Environmental/Outdoor Education**

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs Title: <u>Fall Term</u> \$30 per hour x 3 hours a day x 25 days x 3 positions = <b>6,750</b> \$20 per hour x 3 hours a day x 3 days x 3 positions = <b>\$540</b> (training) <u>Spring Term</u> \$30 per hour x 32 days x 3 hours a day x 3 positions = <b>\$8,640</b> \$20 per hour x 3 hours a day x 3 days x 3 positions = <b>\$540</b> (training) <u>Summer Term</u> \$30 per hour x 8 days x 4 hours a day x 3 positions = <b>\$2,880</b> <b>No training during Summer Term</b>	3		\$19,350	
6200	Professional and Contracted Services				
6300	Supplies and Materials (Outdoor cooking gear, binoculars, water testing equipment, flashlights, etc.)			5,750	
6400	Other Operating Costs (Mileage and General Operating Expenses)			1,300	
6600	Capital Outlay (Subgrants Only)				

**Total Payment:** \$26,400

**9. Topic/Purpose/Service**  Subgrant

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs Title:		\$	\$	
6200	Professional and Contracted Services		\$	\$	
6300	Supplies and Materials		\$	\$	
6400	Other Operating Costs		\$	\$	
6600	Capital Outlay (Subgrants Only)		\$	\$	

<p><b>For TEA Use Only</b></p> <p>Last Updated: 2/29/09 at 1:55 pm</p> <p>Adjustments and/or annotations made on this have been confirmed with _____</p> <p>by e-mail/telephone/FAX on _____</p> <p>by _____ of TEA</p>	<p><b>TEXAS EDUCATION AGENCY Standard Application System (SAS)</b></p> <p><b>School Year 2009-2010</b></p>	<p><u>227-901</u> County District No.</p> <p>_____ Amendment No</p>
<p><b>Texas 21st Century Community Learning Centers, Cycle 6, Year 1</b></p>		
<p><b>Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval (cont.)</b></p>		
<p><b>Professional and Consulting Services (6219) or Subgrants (6290) Greater than or Equal to \$10,000 (cont.)</b></p>		
<p>_____</p>		
<p><b>Total Payment</b></p>		
		<p><b>Total Payment:</b>      \$      \$      _____</p>

*2/29*

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

**227-901**  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5C- Itemized 6200 Professional and Contracted Services Costs Requiring Specific Approval  
(cont.)**

**Professional and Consulting Services (6219) or Subgrants (6290) Greater than or Equal to \$10,000  
(cont.)**

**10. Topic/Purpose/Service**  Subgrant

Class/Object Code and Description		# Positions	Payment Amount	Amount Budgeted	Match
6100	Payroll Costs				
	Title: _____		\$	\$	
6200	Professional and Contracted Services		\$	\$	
6300	Supplies and Materials		\$	\$	
6400	Other Operating Costs		\$	\$	
6600	Capital Outlay (Subgrants Only)		\$	\$	
Indirect Cost (NA%)					
<b>Total Payment</b>			<b>Total Payment:</b>	\$	\$
<b>Subtotal</b>					
<b>Professional and Consulting Services Greater Than or Equal to \$10,000:</b>				<b>\$795,858</b>	
Subtotal of Professional and Contracted Services Costs Requiring Specific Approval:					
Subtotal of Professional and Consulting Services or Subgrants Less than \$10,000					
Subtotal of Professional and Consulting Services Greater than or Equal to \$10,000:				\$795,858	
Remaining 6200- Professional and Contracted Services that do not require specific approval:					
<b>Grand Total</b>				<b>\$795,858</b>	

**For TEA Use Only**  
Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_  
by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5D - Itemized 6300 Supplies and Materials Costs Requiring Specific Approval**

Expense Item Description				Amount Budgeted	Match	
6399	Technology Hardware- Not Capitalized			\$16,630		
	#	Type	Purpose			Quantity
	1	computer	Data collection, communication, and program promotion			10
	2	Monitor	Data collection, communication, and program promotion			10
	3	Keyboard	Data collection, communication, and program promotion			10
4	Printers	Data collection, communication, and program promotion	10			
5						
6399	Technology Software- Not Capitalized					
6399	Supplies and Materials Associated with Advisory Council or Committee					
6300	Supplies and Materials Associated with Administration			\$3,667		
	Specify purpose:	Materials to support communication, culminating activities, and special events				
<b>Total Supplies and Materials Requiring Specific Approval:</b>				\$20,297		
<b>Remaining 6300- Supplies and Materials that do not require specific approval:</b>						
<b>Grand Total</b>				\$20,297		

**Schedule #5E - Itemized 6400 Other Operating Costs Requiring Specific Approval**

Expense Item Description				Amount Budgeted	Match
6411	Out of State Travel for Employees (includes registration fees)			\$77,155	
	Specify purpose:	Professional development for grant staff and mileage			
6412	Travel for Students (includes registration fees; does not include field trips) (specific approval required only for nonprofit organizations)				
	Specify purpose:	To travel safety home from the program, approved study trips, travel to afterschool showcase			
6413	Stipends for Non-Employees (specific approval required only for nonprofit organizations)			\$	
	Specify purpose:				
6419	Travel for Non-Employees (includes registration fees; does not include field trips) (specific approval required only for nonprofit organizations)			\$	
	Specify purpose:				
6411/ 6419	Travel Costs for Executive Director (6411), Superintendents (6411), or Board Members (6419) (includes registration fees)			\$	
	Specify purpose:				
6429	Actual losses which could have been covered by permissible insurance			\$	
6490	Indemnification Compensation for Loss or Damage			\$	
6490	Advisory Council/Committee Travel or Other Expenses (explain purpose of Committee on Schedule #4B-Program Description: Project Management)			\$	
6499	Membership Dues in Civic or Community Organizations (Not allowable for University applicants)			\$750	
	Specify name and purpose of organization:	Organizational membership to NAA ( <b>One-year membership in National After-School Association</b> )			
	Publication and Printing Costs- if reimbursed (specific approval required only for nonprofits organizations) ( <b>Newsletters, flyers, parent handbooks, etc.</b> )				
	Specify purpose:	To print materials to promote participation and effective communication		\$500	
<b>Total 64XX- Operating Costs Requiring specific approval:</b>				\$78,405	
<b>Remaining 6400 - Other Operating Costs that do not require specific approval:</b>					
<b>Grand Total</b>				\$78,405	

211

**For TEA Use Only**

Adjustments and/or annotations made on this have been confirmed with \_\_\_\_\_

by e-mail/telephone/FAX on \_\_\_\_\_  
by \_\_\_\_\_ of TEA

**TEXAS EDUCATION AGENCY  
Standard Application System (SAS)**

**School Year 2009-2010**

227-901  
County District No.

Amendment No \_\_\_\_\_

**Texas 21st Century Community Learning Centers, Cycle 6, Year 1**

**Schedule #5G - Itemized 6600/15XX Capital Outlay- Capitalized Assets Regardless of Unit Cost  
(15XX is for use by Charter Schools sponsored by a nonprofit organization)**

	Description/Purpose	Unit Cost	Quantity	Amount Budgeted	Match
<b>6699/15XX- Library Books and Media (capitalized and controlled by library)</b>					
1				\$	
<b>66XX/15XX- Technology Hardware - Capitalized</b>					
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
7				\$	
8				\$	
9				\$	
10				\$	
11				\$	
<b>66XX/15XX- Technology Software- Capitalized</b>					
12				\$	
13				\$	
14				\$	
15				\$	
16				\$	
17				\$	
18				\$	
<b>66XX/15XX- Equipment, Furniture, or Vehicles</b>					
19				\$	
20				\$	
21				\$	
22				\$	
23				\$	
24				\$	
25				\$	
26				\$	
27				\$	
28				\$	
<b>Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life.</b>					
29				\$	
<b>Grand Total</b>					
<b>Total 6600/15XX- Capital Outlay Costs:</b>				\$	

**TEXAS EDUCATION AGENCY**

**Standard Application System (SAS)  
Texas 21<sup>st</sup> Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

County-District No.  
227-901

Applicant Name:  
\_\_\_\_\_

**SCHEDULE #6A—**

**GENERAL PROVISIONS &  
ASSURANCES**

Statement of provisions and assurances for the program(s) in this application:

- A. Terms defined:** As used in these Provisions and Assurances,  
 "Contract" means the entire document, whatever its name or form, of which these Provisions and Assurances and other attachments and schedules, if any, are a part;  
 "Agency" means the Texas Education Agency;  
 "Contractor" means the party or parties to this contract other than Agency;  
 "Project Administrator" means the person representing Agency or Contractor, as indicated by the contract, for the purposes of administering the contract project;  
 "Contract Project" means the purpose intended to be achieved through the contract of which these Provisions and Assurances are a part;  
 "Applicant" means the same as "Contractor;"  
 "SAS" means the Standard Application System of which the application document is a part;  
 "Application" means the entire package submitted by the Applicant including the schedules contained in the application and so indicated on the General Information page of the application package;  
 "Amendment" means an application that is revised in budget categories and/or in program activities. It includes both the original application and any subsequent amendments;  
 "Grant" means the same as "Contract;"  
 "Grantee" means the same as "Contractor;"  
 "Grantor" means the same as "Agency;" and  
 "DCC" means the Document Control Center of Agency.
- B. Contingency:** This contract is executed by Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this contract or any other document, this contract is void upon appropriated funds becoming unavailable. In addition, this contract may be terminated by Agency at any time upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency. This contract may be extended or otherwise amended only by formal written amendment properly executed by both Agency and Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.
- C. Contractor's Application:** Furnished to Agency in response to a request for application, is incorporated in this contract by reference for all necessary purposes. It is specifically provided, however, that the provisions of this contract shall prevail in all cases of conflict arising from the terms of Contractor's application whether such application is a written part of this contract or is attached as a separate document.
- D. Requirements, Terms, Conditions, and Assurances:** Which are stated in the Request for Application, in response to which Applicant is submitting this application, are incorporated herein by reference for all purposes. The instructions to the Standard Application System are incorporated herein by reference.
- E. Signature Authority:** Applicant certifies that the person signing this application has been properly delegated this authority.
- F. State of Texas Laws:** In the conduct of the contract project, Contractor shall be subject to Texas State Board of Education and Commissioner rules pertaining to this contract and the contract project and to the laws of the State of Texas governing this contract and the contract project. This contract constitutes the entire agreement between Agency and Contractor for the accomplishment of the contract project. This contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this contract.
- G. Monitoring:** Desk reviews or on-site monitoring reviews may be conducted by Agency to determine compliance with the approved application and the applicable statute(s), law(s), regulations, and guidelines.
- H. Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in Agency's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this contract, Agency may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this contract in whole or in part; and the seeking of other remedies as may be provided by this contract or by law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from Agency.

Last Updated 4/2/09 at 4:55pm	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <b>227-901</b>
SCHEDULE #6A—cont.		Applicant Name: _____
GENERAL PROVISIONS & ASSURANCES		

- I. **Contract Cancellation, etc.:** If this contract is canceled, terminated, or suspended by Agency prior to its expiration date, the monetary value of services properly performed by Contractor pursuant to this contract shall be determined by Agency and paid to Contractor as soon as reasonably possible.
- J. **Indemnification:**  
**For local educational agencies (LEAs), regional education service centers (ESCs), and institutions of higher education (IHEs):** Contractor, to the extent permitted by law, shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.  
  
**For all other grantees, subgrantees, contractors, and subcontractors, including non-profit organizations and for-profit businesses:** Contractor shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.
- K. **Encumbrances/Obligations:**  
**For Discretionary Programs:** All encumbrances shall occur on or between the beginning and ending dates of the contract. All goods must be received and services rendered and subsequently liquidated (recorded as an expenditure or accounts payable) within the contract dates. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.  
**For Formula Programs:** All encumbrances shall occur on or between the beginning and ending dates of the contract. Contractor must liquidate (record as an expenditure) all obligations (encumbrances) incurred under the contract not later than 30 days after the end of the contract (or as specified in a program regulation, the standard application system rules, or a request for application) to coincide with the submission of the final expenditure report, due 45 days after the end of the contract. "Obligations" mean the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the contractor during the same or a future period. Obligations representing orders placed are reflected in the accounting records as encumbrances. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.
- L. **Financial Management and Accounting:** Grantee assures it will maintain a financial management system that provides for accurate, current, and complete disclosure of the financial results of each grant project. The financial management system records will identify adequately the source and application of funds and will contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays (i.e., expenditures), income, and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to establish that funds have been used in accordance with the approved grant application. The applicant agrees to maintain effective control over and accountability for all funds, property, and other assets. Public school districts, open enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting module of the *Financial Accountability System Resource Guide*, Texas Education Agency (34 CFR 74.21; 34 CFR 80.20; TEA *Financial Accountability System Resource Guide*).
- M. **Expenditure Reports:** Contractor shall submit expenditure reports in the time and manner requested by Agency as specified in the instructions to the Standard Application System (SAS) which are incorporated by reference. Unless otherwise specified, interim reports are due to TEA within 15 days after the end of each reporting period. The final expenditure report is due within 30 days after the ending date of the grant. Revised expenditure reports, where the grantee is claiming additional expenditures beyond that originally requested, must be submitted within 60 days after the ending date of the grant.
- N. **Refunds Due to TEA:** If Agency determines that Agency is due a refund of money paid to Contractor pursuant to this contract, Contractor shall pay the money due to Agency within 30 days of Contractor's receipt of written notice that such money is due to Agency. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.

## TEXAS EDUCATION AGENCY

**Standard Application System (SAS)  
Texas 21<sup>st</sup> Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

County-District No.  
227-901

Applicant Name:  
Travis County

**SCHEDULE #6A—cont.**

**GENERAL PROVISIONS &  
ASSURANCES**

- O. Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the contract project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by Agency and by others authorized by law or regulation to make such an audit for a period of not less than five years from the date of completion of the contract project or the date of the receipt by Agency of Contractor's final claim for payment or final expenditure report in connection with this contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.
- P. Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.
- Q. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. Agency shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to Agency's attention, and may deny payment or recover payments made by Agency to Contractor in the event of Contractor's failure so to comply.
- R. Copyright/Ownership:**  
**For School Districts and Non-profit Organizations:** All materials, conceptions, and products created or conceived by Contractor, its employees, agents, consultants or subcontractors arising out of the contract shall be the sole property of Agency. Agency shall hold the copyright and shall have the exclusive right to patent and trademark all materials, conceptions, and products, created or conceived under this contract. Contractor shall so bind all concerned through written agreement with subcontractors.  
**For Education Service Centers (ESCs):** All materials, conceptions and products created or conceived by Contractor hired by the Education Service Center (ESC), its employees, agents, consultants or any subcontractors arising out of the contract shall be the sole property of the Texas Education Agency (TEA), and the TEA shall hold the copyright to all materials, conceptions, and products, created or conceived under this contract. Contractor shall so bind all concerned through written agreement with subcontractors. If Contractor/Subcontractor(s) express an interest in obtaining a license agreement to modify, market, or sell the derived material or product developed using grant or contract funds given any of the above parties, then contact shall be made with the TEA Legal Division prior to any action being taken.  
**For Colleges and Universities:** All materials, conceptions and products created or conceived by Contractor, its employees, agents, consultants, or subcontractors arising out of the contract shall be the sole property of Agency. Agency shall hold the copyright to all materials, conceptions, and products created or conceived under this contract. Contractor shall so bind all concerned through written agreement with subcontractors. For all materials, conceptions and products created or conceived under the contract, Contractor is granted a non-exclusive, non-transferable, royalty-free license to use the materials for its academic mission purposes only, provided, however, that Contractor is prohibited from selling or marketing said materials, conceptions, and products, created or conceived under this contract.
- S. Unfair Business Practices:** Contractor certifies that no funds provided under this grant shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- T. Subcontracting:** Contractor shall not assign or subcontract any of its rights or responsibilities under this contract, except as may be otherwise provided for in this application, without prior formal written amendment to this contract properly executed by both Agency and Contractor.
- U. Use of Consultants:** Notwithstanding any other provision of this application, Applicant shall not use or pay any consultant in the conduct of this application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- V. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with Contractor for the period of the contract. Agency reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.

	<b>TEXAS EDUCATION AGENCY</b>	
<b>SCHEDULE #6A—cont.</b>  GENERAL PROVISIONS & ASSURANCES	<b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <u>227-901</u>  Applicant Name: Travis County

**W. Agency Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by Agency while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, Contractor shall indemnify Agency and pay to Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of Agency's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this contract or is provided by Agency to Contractor for use in the contract project. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by Agency.

**X. Travel Costs:** Amounts authorized for maximum recovery for travel and per diem costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas Appropriations Bill in effect for the particular funding period. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Travel allowances are not allowable costs.

**Y. Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532 and P. L. 107-110, section 9505).

**Z. Disclosure of Gifts and Campaign Contributions:** The grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The grantee has a continuing obligation to make disclosures through the term of the contract. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the grant.

**AA. Submission of Audit Reports to TEA:** Grantees which are public school districts and open enrollment charter schools agree to submit the required annual audit report, including the reporting package required under OMB Circular A-133, if an audit is required to be conducted in accordance with OMB Circular A-133, to the TEA Division of School Financial Audits in the time and manner requested by the Agency.

Grantees which are **non-profit organizations (other than charter schools) and universities/colleges** that expend \$300,000 or more total in federal awards in any fiscal year and are thus required to conduct a Single Audit or program-specific audit in accordance with the requirements in OMB Circular A-133, agree to submit a copy of such audit to TEA when the schedule of findings and questioned costs disclosed audit findings relating to any federal awards provided by TEA. A copy of such audit shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

A non-profit organization or university/college grantee shall provide written notification to TEA that an audit was conducted in accordance with OMB Circular A-133 when the schedule of findings and questioned costs disclosed no audit findings related to any federal awards provided by TEA or when the summary schedule of prior audit findings did not report on the status of any prior audit findings related to any federal awards provided by TEA.

Non-profit organizations (other than charter schools) and universities/colleges shall submit the audit report to the TEA Division of Discretionary Grants. Audit reports must be submitted to TEA within 30 days of receipt of the report from the auditor. Failure to submit a copy of the audit to TEA could result in a reduction of funds paid to the grantee, a refund to TEA, termination of the grant, and/or ineligibility to receive additional grant awards from TEA.

**BB. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules and regulations pertaining to the contract project, including but not limited to:

1. **Americans With Disabilities Act**, P. L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping

Last Updated 4-2-09 at 4:55pm	<b>TEXAS EDUCATION AGENCY</b>	
<b>SCHEDULE #6A—cont.</b>	<b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <u>227-901</u>  Applicant Name: <u>Travis County</u>
GENERAL PROVISIONS & ASSURANCES		

5. condition), and the regulations effectuating its provisions contained in 34 CFR Part 104; the **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110;
6. the **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if Contractor is an educational institution (20 USC 1232g);
7. Section 509 of H.R. 5233 as incorporated by reference in P. L. 99-500 and P. L. 99-591 (**prohibition against the use of federal grant funds to influence legislation pending before Congress**);
8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children [P. L. 107-110, Section 4303(a)]. In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services [P. L. 107-110, Section 4303(b)(1)]. Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303(e)(1)).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276(a), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899, 29 CFR Parts 1,3,5, and 7, and 29 CFR Parts 5 and 1926, respectively.
10. **Buy America Act**: Contractor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U. S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. Contractor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-2).
- CC. Federal Regulations Applicable to All Federal Programs:**
- For Local Educational Agencies (LEAs):** 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
  - For Education Service Centers (ESCs):** 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
  - For Institutions of Higher Education (IHEs):** 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 86, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-21 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);
  - For Non-profit Organizations:** 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-122 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);
  - For State Agencies:** 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements); and
  - For Commercial (for-profit) Organizations:** 29 CFR 1630 and 48 CFR Part 31.
- DD. General Education Provisions Act (GEPA), as Amended, Applicable to All Federal Programs Funded or Administered Through or By the U. S. Department of Education:**
- Participation in Planning:** Applicant will provide reasonable opportunities for the participation by teachers, parents, and other interested parties, organizations, and individuals in the planning for and operation of each program described in this application (20 USC 1232(e)).
  - Availability of Information:** Any application, evaluation, periodic program plan, or report relating to each program described in this application will be made readily available to parents and other members of the general public (20 USC 1232(e)).
  - Sharing of Information:** Contractor certifies that it has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program described in this application significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)).

	<b>TEXAS EDUCATION AGENCY</b>	
<b>SCHEDULE #6A—cont.</b>  <b>GENERAL PROVISIONS &amp; ASSURANCES</b>	<b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <u>227-901</u>  Applicant Name: <u>Travis County</u>

**4. Prohibition of Funds for Busing:** The applicant certifies that no federal funds (except for funds appropriated specifically for this purpose) will be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system (20 USC 1228).

**5. Direct Financial Benefit:** Contractor certifies that funds expended under any federal program will not be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization [20 USC 1232(b)(8)].

**EE.** Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary.

**FF. Family Code Applicability:** By signing this Contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.

**GG. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.

**HH. Registered Lobbyists:** No state or federal funds transferred to a contractor/grantee may be used to hire a registered lobbyist.

**II. Test Administration and Security:** This contract is executed by Agency subject to assurance by Contractor that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Notwithstanding any other provision in this contract or any other document, this contract is void upon notice by Agency, in its sole discretion, that Contractor or any school, campus, or program operated by Contractor has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency.

Rev. 08/06

The signing of Schedule #1 - General Information by applicant indicates acceptance of and compliance with all requirements described on this schedule.

578

<p><b>SCHEDULE #6B—</b></p> <p><b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions</b></p>	<p align="center"><b>TEXAS EDUCATION AGENCY</b></p> <p align="center"><b>Standard Application System (SAS)</b>  <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b>  <b>Cycle 6, Year 1</b>  <b>2009-2010 School Year</b>  <b>August 1, 2009-July 31, 2010</b></p> <p align="center"><b>Required of All Federal Grants Regardless of the Dollar Amount</b></p>	<p>County-District No. <u>227-901</u></p> <p>Applicant Name: <u>Travis County</u></p>
--	---	---

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.11.

1. By signing SAS Schedule #1 and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled  Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective lower tier participant certifies, by signature on SAS Schedule #1 and by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)  
As amended by the Texas Education Agency (04/02)

The signing of Schedule #1--General Information by applicant indicates acceptance of all requirements described on this schedule.

	<b>TEXAS EDUCATION AGENCY</b> <b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	
<b>SCHEDULE #6C—</b>  Lobbying Certification	<b>Required of All Federal Grants Regardless of the Dollar Amount</b>	County-District No. <u>227-901</u>  Applicant Name: <u>Travis County</u>

Submission of this certification covers all federal programs in this application, is required by the U. S. Department of Education and Section 1352, Title 31, of the United States Code, and is a prerequisite for making or entering into a subgrant or subcontract over \$100,000 with any organization. (Read instructions for this schedule for further information.)

The applicant certifies by signature on Schedule #1—General Information, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (2) 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. (See **Schedule #6D—Disclosure of Lobbying Activities.**)
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the U. S. Department of Education and the Texas Education Agency relied when they made or entered into this grant or contract. Any organization that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dept. of Education form #ED 80-0008  
 As amended by the Texas Education Agency 03/90

11/89

The signing of Schedule #1 --General Information by applicant indicates acceptance of all requirements described on this schedule.

281

**TEXAS EDUCATION AGENCY**

**Standard Application System (SAS)  
Texas 21<sup>st</sup> Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

County-District No.  
227-901

Applicant Name:  
Travis County

**SCHEDULE #6D—  
Disclosure of Lobbying  
Activities**

**(To Be Completed and Submitted Only if The Applicant has  
Lobbying Activities to Disclose)**

Complete this form to disclose lobbying activities for lobbying services procured (pursuant to 31 U.S.C. 1352). This disclosure form is required for any federal grant/contract received in excess of \$100,000 and on any subgrant/subcontract made by the grantee/contractor. (Read the instructions for this schedule for further information.) **Do not sign and submit this disclosure form unless lobbying activities are being disclosed.**

Federal Program Name \_\_\_\_\_

<b>1. Type of Federal Action</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change  For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Texas Education Agency 1701 N. Congress Avenue Austin, Texas 78701  Congressional District, if known: 10		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  (attach Continuation Sheet(s), if necessary)			<b>10. b. Individuals Performing Services</b> (including address if different from No. 10a; last name, first name, MI):		
<p><b>[ITEMS 11-15 REMOVED]</b></p>					
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>				Signature _____ Print Name _____ Title _____ Telephone No. _____ Date _____	
<b>Federal Use Only:</b>				Standard Form LLL	

## TEXAS EDUCATION AGENCY

**Standard Application System (SAS)  
Texas 21<sup>st</sup> Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

County-District No.  
227-901

Applicant Name:  
Travis County

**SCHEDULE #6E—**

**SPECIAL NCLB ACT  
PROVISIONS & ASSURANCES**

**The following special provisions apply to all programs funded under the Elementary and Secondary Education Act, as amended by P. L. 107-110, No Child Left Behind (NCLB) Act of 2001.** By signing Schedule #1 of this SAS, the applicant is assuring it is in compliance with the following provisions:

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a non-profit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, non-profit private agency, institution, or organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency, the Secretary of Education or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to the Texas Education Agency (which shall make the reports available to the Governor) and the Secretary of Education, as the Texas Education Agency and the Secretary of Education may require to enable the Texas Education Agency and the Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the Governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local education agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 U.S.C. Section 2891 [pursuant to the requirements in P. L. 107-110, Section 4141(d)(1)]. In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school [P. L. 107-110, Section 4141(h)(1)].
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P. L. 107-110, section 5208).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the No Child Left Behind Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.

## TEXAS EDUCATION AGENCY

**Standard Application System (SAS)  
Texas 21<sup>st</sup> Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

**SCHEDULE #6E—cont.**

**SPECIAL NCLB ACT  
PROVISIONS & ASSURANCES**

County-District No.  
227-901

Applicant Name:  
Travis County

- M. Privacy of Assessment Results:** Any results from an individual assessment referred to in the No Child Left Behind Act of a student that become part of the education records of the student shall have the protections provided in section 444 of the General Education Provisions Act [P. L. 107-110, section 9523 and the Family Educational Rights and Privacy Act (FERPA) of 1975, as amended].
- N. School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the No Child Left Behind Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the guidance provided by the U. S. Secretary of Education pertaining to such. The state educational agency shall report to the Secretary of Education each year a list of those local educational agencies that have not filed this assurance or against which complaints have been made to the State educational agency that the local educational agencies are not in compliance with this requirement (P. L. 107-110, section 9524(b)).
- O. Equal Access to Public Schools Facilities – Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the U. S. Department of Education shall deny equal access or a fair opportunity to meet, or to discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society), that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P. L. 107-110, section 9525).
- P. General Prohibitions:** None of the funds authorized under the No Child Left Behind Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P. L. 107-110, section 9526).
- Q. Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the U. S. Department of Education, each local educational agency receiving assistance under the No Child Left Behind Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational or private non-profit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the No Child Left Behind Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students (P. L. 107-110, section 9528).
- R. Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by the Texas Education Agency, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P. L. 107-110, section 9532).

Last Updated 4-2-09 at 4:55pm	<b>TEXAS EDUCATION AGENCY</b>	
<b>SCHEDULE #6E—cont.</b>  <b>SPECIAL NCLB ACT PROVISIONS &amp; ASSURANCES</b>	<b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <b>227-901</b>  Applicant Name: <b>Travis County</b>

- S. Civil Rights:** Nothing in the No Child Left Behind Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the No Child Left Behind Act (P. L. 107-110, section 9534).
- T. Student Privacy, Parental Access to Information, and Administration of Certain Physical Examinations to Minors:** The local educational agency assures that it is in compliance with Chapter 26 of the Texas Education Code concerning parental rights and responsibilities. In addition, the local educational agency receiving funds under the No Child Left Behind Act certifies that it shall develop and adopt policies, in consultation with parents, regarding certain rights of a parent to access and inspect information; student privacy; the administration of physical examinations or screenings (except for examinations or screenings required by state law); and the collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling that information. The local educational agency also assures that it is in compliance with the requirements for annually notifying parents of such policies and specific events (P. L. 107-110, Title X, Part F, section 1061).
- U. Assurances related to the education of homeless children and youths:**
- (1) The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
  - (2) The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
  - (3) The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
  - (4) The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
  - (5) The LEA assures that homeless children and youth have access to the education and other services that they need to in order to meet the same challenging State student academic achievement standards to which all students are held.
- V. Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the No Child Left Behind Act of 2001:
1. **Charter School:** An open enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P. L. 107-110, Section 5210(1). The term "charter school" means a school that:
    - (A) is created by a developer as a public school, or is adapted by a developer from an existing public school, and is **operated under public supervision and control;**
    - (B) operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency [i.e., the State Board of Education (SBOE)];
    - (C) provides a program of elementary or secondary education, or both;
    - (D) is **nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious instruction;**
    - (E) **does not charge tuition;**
    - (F) **complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act;**
    - (G) is a school to which parents choose to send their children, and that **admits students on the basis of a lottery, if more students apply for admission than can be accommodated;**
    - (H) **agrees to comply with the same Federal and State audit requirements** as so other elementary schools and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program;
    - (I) **meets all applicable Federal, State, and local health and safety requirements;**
    - (J) operates in accordance with State law; and
    - (K) has a written performance contract with the authorized public chartering agency in the State (i.e., SBOE) that includes a description of how student performance will be measured pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE.

	<b>TEXAS EDUCATION AGENCY</b>	
<b>SCHEDULE #6E—cont.</b>  <b>SPECIAL NCLB ACT PROVISIONS &amp; ASSURANCES</b>	<b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <u>227-901</u>  Applicant Name: <u>Travis County</u>

2. **Community-Based Organization:** A public or private non-profit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community.
3. **Core Academic Subjects:** English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, art, history, and geography.
4. **Highly Qualified:**
  - (A) when used with respect to any public elementary school or secondary school teacher teaching in a State, means that—
    - (i) the teacher has obtained full State certification as a teacher (including certification obtained through alternative routes to certification) or passed the State teacher licensing examination, and holds a license to teach in such State, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State's public charter school law; and
    - (ii) the teacher has not had certification or licensure requirements waived on an emergency, temporary, or provisional basis;
  - (B) when used with respect to—
    - (i) an elementary school teacher who is new to the profession, means that the teacher—
      - (I) holds at least a bachelor's degree; and
      - (II) has demonstrated, by passing a rigorous State test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum (which may consist of passing a State-required certification or licensing test or tests in reading, writing, mathematics, and other areas of the basic elementary school curriculum); or (ii) a middle or secondary school teacher who is new to the profession, means that the teacher holds at least a bachelor's degree and has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by—
        - (I) passing a rigorous State academic subject test in each of the academic subjects in which the teacher teaches (which may consist of a passing level of performance on a State-required certification or licensing test or tests in each of the academic subjects in which the teacher teaches); or
        - (II) successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing; and
    - (C) when used with respect to an elementary, middle, or secondary school teacher who is not new to the profession, means that the teacher holds at least a bachelor's degree and—
      - (i) has met the applicable standard in clause (i) or (ii) of subparagraph (B), which includes an option for a test; or
      - (ii) demonstrates competence in all the academic subjects in which the teacher teaches based on a high objective uniform State standard of evaluation that—
        - (I) is set by the State for both grade appropriate academic subject matter knowledge and teaching skills;
        - (II) is aligned with challenging State academic content and student academic achievement standards and developed in consultation with core content specialists, teachers, principals, and school administrators;
        - (III) provides objective, coherent information about the teacher's attainment of core content knowledge in the academic subjects in which a teacher teaches;
        - (IV) is applied uniformly to all teachers in the same academic subject and the same grade level throughout the State;
        - (V) takes into consideration, but not be based primarily on, the time the teacher has been teaching in the academic subject;
        - (VI) is made available to the public upon request; and
        - (VII) may involve multiple, objective measures of teacher competency.

Last Updated 4/2/09 at 4:55pm	<b>TEXAS EDUCATION AGENCY</b>	
<b>SCHEDULE #6E—cont.</b>  <b>SPECIAL NCLB ACT PROVISIONS &amp; ASSURANCES</b>	<b>Standard Application System (SAS)</b> <b>Texas 21<sup>st</sup> Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <u>227-901</u>  Applicant Name: <u>Travis County</u>

5. **Parental Involvement:** The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
- (A) that parents play an integral role in assisting their child's learning;
  - (B) that parents are encouraged to be actively involved in their child's education at school;
  - (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and
  - (D) the carrying out of other activities, such as those described in section 1118 of P. L. 107-110.
6. **Professional Development** includes activities that:
- (A) improve and increase teachers' knowledge of the academic subjects the teachers teach, and enable teachers to become highly qualified;
  - (B) are an integral part of broad school wide and district wide educational improvement plans;
  - (C) give teachers, principals, and administrators the knowledge and skills to provide the students with the opportunity to meet challenging State academic content standards and student academic achievement standards;
  - (D) improve classroom management skills;
  - (E) are high quality, sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction and the teacher's performance in the classroom and are not one-day or short-term workshops or conferences;
  - (F) support the recruiting, hiring, and training of highly qualified teachers, including teachers who became highly qualified through State and local alternative routes to certification;
  - (G) advance teacher understanding of effective instructional strategies that are:
  - (H) based on scientifically based research (except for programs under Title II, Part D, Enhancing Education Through Technology of this Act); and
  - (I) strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers; and
  - (J) are aligned with and directly related to State academic content standards, student academic achievement standards, and assessments and the curricula and programs tied to the standards;
  - (K) are developed with extensive participation of teachers, principals, parents, and administrators of schools to be served under this Act;
  - (L) are designed to give teachers of limited English proficient children, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;
  - (M) to the extent appropriate, provide training for teachers and principals in the use of technology so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and core academic subjects in which the teachers teach;
  - (N) as a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement with the findings of the evaluations used to improve the quality of professional development;
  - (O) provide instruction in methods of teaching children with special needs;
  - (P) include instruction in the use of data and assessments to inform and instruct classroom practice;
  - (Q) include instruction in ways that teachers, principals, pupil services personnel, and school administrators may work more effectively with parents; and
  - (R) may include activities that:
    - (i) involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
    - (ii) create programs to enable paraprofessionals (assisting teachers employed by an LEA receiving assistance under Title I Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers; and
    - (iii) provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skills learned by the teachers are implemented in the classroom.

28

**TEXAS EDUCATION AGENCY**

**Standard Application System (SAS)  
Texas 21<sup>st</sup> Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

**SCHEDULE #6E—cont.**

**SPECIAL NCLB ACT  
PROVISIONS & ASSURANCES**

County-District No.  
227-901

Applicant Name:  
Travis County

**7. Scientifically Based Research:**

- (A) means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs; and
- (B) includes research that:
  - (i) employs systematic, empirical methods that draw on observation or experiment;
  - (ii) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;
  - (iii) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
  - (iv) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;
  - (v) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and
  - (i) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

**8. Teacher Mentoring: Activities that—**

- (A) consist of structured guidance and regular and ongoing support for teachers, especially beginning teachers, that—
  - (I) involves the assistance of an exemplary teacher and other appropriate individuals from a school, local educational agency, or institution of higher education; and
  - (II) may include coaching, classroom observation, team teaching, and reduced teaching loads; and
  - (III) may include the establishment of a partnership by a local educational agency with an institution of higher education.

**9. Technology: State-of-the-art technology products and services.**

**W. ESEA Performance Goals, Indicators, and Performance Reporting:** The LEA assures it has adopted the five performance goals and the related performance indicators established by the U. S. Department of Education and as submitted in the *Texas Consolidated State Application for Funds Under the No Child Left Behind Act*. The LEA also assures that it will develop and implement procedures for collecting data related to the performance indicators where such data is not already collected through the Academic Excellence Indicator System (AEIS) or PEIMS and that it will report such data to the Agency in the time and manner requested.

**X. Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P. L. 107-110, section 4155).

Revised 043/023

The signing of Schedule #1 - General Information by applicant indicates acceptance of and compliance with all requirements described on this schedule.



	<b>TEXAS EDUCATION AGENCY</b>	
<b>SCHEDULE #6F</b>  PROGRAM-SPECIFIC PROVISIONS & ASSURANCES	<b>Standard Application System (SAS)</b> <b>Texas 21st Century Community Learning Centers,</b> <b>Cycle 6, Year 1</b> <b>2009-2010 School Year</b> <b>August 1, 2009-July 31, 2010</b>	County-District No. <u>227-901</u>  Applicant Name: <u>Travis County</u>

**The applicant assures the following:**

1. The 21<sup>st</sup> CCLC program will take place in a safe and easily accessible facility;
2. The program was developed and will be carried out in active collaboration with the schools the students attend;
3. The program will primarily target students, and their families, who attend schools eligible for Title 1 school wide programs;
4. Funds under the program will be used to increase (i.e., supplement) the level of State, local and other non-Federal funds that would, in the absence of these Federal funds, be made available for authorized programs and activities, and will not supplant Federal, State, local, or non-Federal funds;
5. The community was given notice of the applicant's intent to submit a continuation application;
6. Both the application and any waiver request will be made available to the public for review following submission;
7. A Campus Needs Assessment will be conducted for each campus participating in the learning center;
8. The annual operation plan will be prepared for each year and submitted with the continuation application that provides the activities, steps and processes that will be implemented to address the current year of the strategic plan;
9. The strategic plan and annual operation plan will be submitted by the end of the first year with the continuation application;
10. A community task force will be developed for each community/ city (or a collaboration where multiple districts are involved), or grantees may join an existing network which must be fully operational before the end of the first year;
11. The community task force will help develop goals and provide support and guidance for the 21<sup>st</sup> CCLC program;
12. The community task force will assist in securing community buy-in and support for the program;
13. The community task force will assist in the development and implementation of the strategic plan;
14. The Project Director will perform the following functions:
  - A. Manage, coordinate and oversee all grant activities;
  - B. Implement and facilitate staff training in coordination with the Technical Assistance Coordinator;
  - C. Develop and maintain an organizational chart of all staff involved with the program to include the roles, responsibilities and qualifications of all staff and organizations participating in the program;
  - D. Serve as the main contact with the agency regarding all requirements and issues related to the program, to include data collection and program implementation;
  - E. Keep TEA informed of accurate contact information for key personnel including the project director/primary contact, fiscal agency, business manager, data specialist, and grant writer.
15. The Site Coordinator will perform the following functions:
  - A. Be available for each center to coordinate all activities (unless only one center is submitted for funding in the application);
  - B. Be readily available during the school day to provide advocacy for students enrolled in the 21<sup>st</sup> CCLC program;
  - C. Work with principals and school officials regarding recruitment efforts and activity planning to ensure alignment with the school day;
  - D. Conduct the campus needs assessment and develop the campus service delivery plan;
  - E. Meet with students, teachers, and parents as necessary to communicate student needs;
  - F. Facilitate strategies for student assessments, student interventions, personal graduation plans, and determine the best course of action;

## TEXAS EDUCATION AGENCY

**Standard Application System (SAS)  
Texas 21st Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

County-District No.  
227-901

Applicant Name:  
Travis County

**SCHEDULE #6F**

PROGRAM-SPECIFIC  
PROVISIONS & ASSURANCES

- G. Gather student level data (ensuring the safety and confidentiality of student information) to include: grades, attendance, behavior referrals, student program participation, staffing and partners;
  - H. Enter required data into the 21<sup>st</sup> CCLC tracking system within specified timelines;
  - I. Attend required conferences and training sessions, and facilitate training to staff;
  - J. Must make reasonable accommodations to meet with assigned Technical Assistance Coordinator as requested either through scheduled/unscheduled visits, participate in scheduled conference calls;
  - K. Work with partners, community stakeholders, and vendors to coordinate program services.
16. Confirm that the management plan includes the following components:
- A. On-going communication between Project Directors and Site Coordinators to ensure that all parties are informed of the application requirements and amendments to include providing them with a copy of the approved application;
  - B. Coordination with the Technical Assistance Coordinator (TAC) and agreement to implement all recommendations as necessary;
  - C. A standard process in place among all stakeholders to ensure on-going communication and coordination in order to identify and address issues regularly;
  - D. Personnel involved with the development of the application and with a key major role, i.e. business office staff, superintendent, grant management staff will attend a required orientation on program and fiscal issues to be held in August 2009, in Dallas (announced upon Notification of Grant Award).;
  - E. Funds have been budgeted for the required attendance of the Project Director and Site Coordinators at all trainings, conferences, workshops and meetings to include the national and state conferences and other Technical Assistance trainings as requested by TEA (the number of training workshops for the 2009-2010 school year have not yet been established; however, in addition to the State and National Conference, grantees must budget for at least 2 regional trainings).;
  - F. Appropriate staff participation in all surveys and needs assessments developed by the state technical assistance provider, Edvance Research, Inc., on behalf of TEA;
  - G. Established data quality and processes to protect confidential student information and education records according to the Family Educational Rights and Privacy Act (FERPA). FERPA guidance can be found at: <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>;
  - H. Establish policies regarding the encrypting of removable media and carrying confidential student level information on agency laptops, USB flash drives and other removable media; policies must specify the downloading of student data on home computers is not allowed;
  - I. Adoption and report of TEA goals, specific program objectives, and performance measures timely;
  - J. Evaluation on center activities for effectiveness and continuous improvement;
  - K. Conduct regular, internal monitoring to ensure compliance with all grant requirements and cooperate with program implementation assurance conducted by TEA;
  - L. Conduct an evaluation (internal or external) after year 1 to assess progress towards achieving the stated goals and objectives and how the results will be used to refine, improve and strengthen the program or activity;
17. Programs will begin Programs must begin services no later than Tuesday, September 8, 2009, and maintain the services within the timelines stated in this application. Failure to do so may result in reduced funding and the allocated funds may be reduced proportionate to reduction of scope in implementation time;
18. Each center will serve the amount of regular, unduplicated students per year as stated in the grant application (a regular student is one that attends the program 30 days or more during the school year). The funding amount in continuation years will be contingent upon the number of students served in the prior year.
19. Centers will provide a consistent and dependable schedule of activities for both students and parents;
20. Rotation of student participation (such as restricting attendance by grade level on various days)/ or alternative day schedules is not allowed;
21. Program will be offered a minimum of 12 hours per week, 4-5 days per week, Sunday through Saturday, for the fall and spring term;

**TEXAS EDUCATION AGENCY**

**Standard Application System (SAS)  
Texas 21st Century Community Learning Centers,  
Cycle 6, Year 1  
2009-2010 School Year  
August 1, 2009-July 31, 2010**

County-District No.  
227-901

Applicant Name:  
Travis County

**SCHEDULE #6F**

PROGRAM-SPECIFIC  
PROVISIONS & ASSURANCES

22. Centers will provide a summer program to operate at least 4 hours per day, 4 days per week, for a minimum of 4 weeks;
23. Centers will obtain necessary parental consent for students to participate in the 21<sup>st</sup> CCLC program;
24. Centers will ensure that a process is in place to document and address emergency situations, including an emergency readiness plan, emergency contact information, and follow-up documentation;
25. Activity Planning Requirements:
- All activities (including service learning projects) will be developed using the Center Service Delivery Plan (see Appendix 3: Program Operating Procedures, Part 3: Schedule Instructions). The Center Service Delivery Plan will be required upon notification of grant award for each host center participating in the program with activities developed based on the Four Component Activity Guide (see Appendix 2: Four Component Activity Guide, Part 3: Schedule Instructions, for full list of activities);
  - Applicant has read and understood the Four Component Activity Guide which provides a description of the types of activities that must be offered in each of the four components;
  - Activities provided will support the Campus Improvement Plan (for school(s) identified as in need of improvement under Title I, Section 1116 School Improvement);
  - Proposed activities will be those not currently listed on the Campus Improvement Plan (CIP) or supplement the CIP;
  - Activities will be based upon the campus needs assessment and aligned to help meet the performance objectives;
  - Activities will 45 minutes in length and planned for each hour a center is open;
  - Activities will be well planned and supplement the school day content by using a variety of instructional methods different from those used in the classroom;
  - Activities will be regular, on-going and appropriate to the age and grade level of the students to be served and provided year round to expand and enhance learning;
  - Activities will be hands-on and encourage student attendance and participation;
  - Curriculum for academic related activities will align with TEKS whenever possible;
  - Activities will be supervised by qualified individuals at all times and ensure that the appropriate supervising adult to student ratio (22 to 1) is met;
  - Activities will include the resources necessary to meet student's needs;
  - Access to small group instruction designed to provide intervention and accelerated learning for students at risk of academic failure will be available.
26. Written Agreements
- All written agreements are included in this grant application;
  - All written agreements have been developed for services through community partnerships between a local educational agency, a community-based organization, and/or another public or private entity;
  - Written agreements will include the roles and responsibilities of each in establishing a center and providing activities;
  - Written agreements will include the roles of each in implementing the proposed program and how each will contribute to the program, including who will serve as the fiscal agent;
  - Written agreements will include any costs for services provided by one or more parties, the information should be included;
  - Written agreements will confirm the roles of each in providing, sharing and reporting student data and information to meet grant reporting requirements;
27. Reapplying organizations confirm that previous grant funding was not revoked for issues of noncompliance.

**Maintenance of Effort**

Public Law 107-110, Section 9521 states "a local educational agency may receive funds under a covered program for any fiscal year only if the State educational agency finds that either the combined fiscal effort per student or the aggregate expenditures of such agency and the State with respect to the provision of free public education by such agency for the preceding fiscal year was not less than 90% of such combined fiscal effort or aggregate expenditures for the second preceding fiscal year". This maintenance of effort requirement applies to the Texas 21<sup>st</sup> CCLC Cycle 6, Year 1, grant.

The signing of Schedule #1 - General Information by applicant indicates acceptance of and compliance with all requirements described on this schedule.

# Travis County, Texas

Reports on Federal and State Awards  
for the Year Ended September 30, 2007

# TRAVIS COUNTY, TEXAS

## TABLE OF CONTENTS

---

	<b>Page</b>
<b>Auditor Prepared</b>	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	1-2
Independent Auditors' Report on Compliance With Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133	3-4
Schedule of Findings and Questioned Costs	5-7
<b>Auditee Prepared</b>	
Schedule of Expenditures of Federal Awards	8-11
Schedule of Expenditures of State Awards	12-13
Notes to Schedules of Expenditures of Federal and State Awards	14
Corrective Action Plan	15
Status of Prior-Year Findings	16-17



Deloitte & Touche LLP  
Suite 1700  
400 West 15th Street  
Austin, TX 78701  
USA

Tel: +1 512 691 2300  
Fax: +1 512 708 1035  
www.deloitte.com

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable County Judge and Commissioners of  
Travis County, TX

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Travis County (the "County") as of and for the year ended September 30, 2007, which collectively comprise the County's basic financial statements and have issued our report thereon dated February 19, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of the Travis County Healthcare District, the discretely presented component unit of the County, as described in our report on the County's financial statements. This report does not include the results of other auditors' testing of internal controls over financial reporting or compliance and other matters that are reported on separately by those auditors.

**Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the County's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the County's financial statements that is more than inconsequential will not be prevented or detected by the County's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the County's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the County in a separate letter dated February 19, 2008.

This report is intended solely for the information and use of County Judge and Commissioners, management, and federal and state awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Deloitte & Touche LLP

February 19, 2008

294



Deloitte & Touche LLP  
Suite 1700  
400 West 15th Street  
Austin, TX 78701  
USA

Tel: +1 512 691 2300  
Fax: +1 512 708 1035  
www.deloitte.com

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH  
REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON  
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH  
OMB CIRCULAR A-133**

To the Honorable County Judge and Commissioners of  
Travis County, TX

**Compliance**

We have audited the compliance of Travis County (the "County") with the types of compliance requirements described in the *U.S. Office of Management and Budget ("OMB") Circular A-133 Compliance Supplement* that are applicable to each of its major federal and state programs for the year ended September 30, 2007. The County's major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal and state programs are the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the State of Texas *Uniform Grant Management Standards* ("UGMS"). Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the County's compliance with those requirements.

In our opinion, the County complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal and state programs for the year ended September 30, 2007. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 or UGMS and which are described in the accompanying schedule of findings and questioned costs as item 07-01.

**Internal Control Over Compliance**

The management of the County is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal and state programs. In planning and performing our audit, we considered the County's internal control over compliance with requirements that could have a direct and material effect on a major federal or state

295

program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion of the effectiveness of the County's internal control over compliance.

A control deficiency in the County's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the County's ability to administer a federal or state program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal or state program that is more than inconsequential will not be prevented or detected by the County's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented or detected by the County's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

#### **Schedules of Expenditures of Federal and State Awards**

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2007, and have issued our report thereon dated February 19, 2008. Our audit was performed for the purpose of forming our opinion on the financial statements that collectively comprise the County's basic financial statements. The accompanying schedules of expenditures of federal and state awards are presented for purposes of additional analysis as required by OMB Circular A-133 and the State of Texas Single Audit Circular and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Other auditors audited the financial statements of the Travis County Healthcare District, the discretely presented component unit of the County, as described in our report on the County's financial statements. This report does not include the results of other auditors' testing of internal controls over financial reporting or compliance and other matters that are reported on separately by those auditors.

The County's response to the finding identified in our audit is described in the accompanying corrective action plan. We did not audit the County's response and accordingly, express no opinion on it.

This report is intended solely for the information and use of the County Judge and Commissioners, management and applicable federal and state grantors and is not intended to be, and should not be, used by anyone other than these specified parties.

Debitte & Touche LLP

February 19, 2008

## TRAVIS COUNTY, TEXAS

### SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED SEPTEMBER 30, 2007

---

#### I. SUMMARY OF AUDITORS' RESULTS

##### *Financial Statements*

Type of auditors' report issued: Unqualified.

Internal Control Over financial reporting:

- Material weakness(es) identified: No.
- Significant deficiency(ies) identified that are not considered material weaknesses: None reported.

Noncompliance material to financial statements noted: No.

##### *Federal and State Awards*

Internal control over major programs:

- Material weakness(es) identified: No.
- Significant deficiency(ies) identified that are not considered material weaknesses: None reported.

Type of auditors' report issued on compliance for major programs: Unqualified.

Any audit findings disclosed that are required to be reported in accordance with section 501(a) of OMB Circular A-133: No.

Major programs include:

##### Federal

U.S. Department of Health and Human Services:

- Title IV-E Foster Care Maintenance, Title IV-E Legal, Enhanced Administrative Claims, Title IV-E – Foster Care, CFDA 93.658

Corporation for National and Community Service:

- Americorps, CFDA 94.006

##### State

- Texas Department of Transportation: Sheriff's Combined Auto Theft Task Force

Dollar threshold used to distinguish between Type A and Type B programs:

- Federal — \$300,000
- State — \$300,000

Auditee qualified as low-risk auditee: Yes.

## II. FINDINGS RELATED TO THE FINANCIAL STATEMENTS

The audit disclosed no findings required to be reported.

## III. FINDINGS AND QUESTIONED COSTS RELATED TO THE FEDERAL AND STATE AWARDS

### **FINDING: 07-01 PROGRAM:** Sheriff's Combined Auto Theft Task Force – State Program

**Type — Allowable Costs**

- **Finding –** Required semi-annual certifications were not completed within stated semi-annual periods. For all of the employees selected for testing, it was noted that semi-annual certifications were not obtained timely as required by the Uniform Grant Management Standards (UGMS) section II, attachment B subsection (h). For the following periods, semi-annual certifications were obtained on January 17, 2008:
  - September 1, 2004 – February 28, 2005,
  - March 1, 2005 – August 31, 2005,
  - September 1, 2005 – February 28, 2006,
  - March 1, 2006 – August 31, 2006,
  - September 1, 2006 – February 28, 2007, and
  - March 1, 2007 – August 31, 2007.

**Underlying Cause –** Travis County was aware of the requirement, but did not receive the semi-annual certifications from the Sheriff's Office.

**Criteria -** To ensure compliance with UGMS section II, attachment B subsection (h) which states: "Where employees are expected to work solely on a single Federal or state award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee."

**Effects –**For the six (6) selections out of 25, of which the noted six specifically related to payroll, the required semi-annual certification was not completed timely.

**Questioned Costs – None.**

**Recommendation -** We recommend that the County ensure that semi-annual certifications are obtained from the county employee or supervisory official every six months during the certification period and submitted to the County Auditor's Office in timely manner as required by UGMS.

299

**TRAVIS COUNTY, TEXAS**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FISCAL YEAR ENDED SEPTEMBER 30, 2007**

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Contract Number	Expenditures	Amount Provided to Subrecipients
<b>U.S. DEPARTMENT OF ENERGY</b>				
Passed Through Texas Department of Housing and Community Affairs (TDHCA):				
Weatherization Assistance Program (DOE/EXXON)	81.042	565070/565	\$ 161,721	\$ -
Weatherization Assistance Program (DOE/EXXON)	81.042	567070	14,464	
			<u>176,185</u>	<u>-</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>				
Travis County Juvenile Treatment Drug Courts				
	93.243	1 H79 TI17486-01	191,570	
Passed Through Texas Department of Health and Human Service Commission, then Austin Travis County MHMR:				
Children's Mental Health	93.104	N/A	44,042	
Children's Mental Health	93.104	N/A	4,675	
Passed Through Office of the Attorney General:				
Access & Visitation Grant	93.597	05-C0145	150	
Access & Visitation Grant	93.597	07-C0216	35,239	
Non-IV-D Child Support Reimbursement	93.563	01-02024	14,131	
Passed Through Texas Department of Housing and Community Affairs (TDHCA):				
Comprehensive Energy Assistance Program (CEAP)	93.568	586070	749,388	
Comprehensive Energy Assistance Program (CEAP)	93.568	587070	749,238	
Enhanced Weatherization Assistance Program (LIHEAP)	93.568	565070/565	271,341	
Enhanced Weatherization Assistance Program (LIHEAP)	93.568	817070/817	31,392	
Passed Through Texas Department of Family and Protective Services:				
Title IV-E Foster Care Maintenance	93.658	23361156	40,591	
Title IV-E Legal	93.658	2007074028	2,768	
Title IV-E Legal	93.658	2007074028	259,820	
Passed Through Texas Department of Family and Protective Services, then Texas Juvenile Probation Commission:				
Enhanced Administrative Claims	93.658	TJPC-2003-227	33,451	
Enhanced Administrative Claims	93.658	TJPC-2004-227	1,409,106	
Enhanced Administrative Claims	93.658	TJPC-2005-227	655,945	
Title IV-E - Foster Care	93.658	TJPC-2005-227	38,341	
Title IV-E - Foster Care	93.658	TJPC-2006-227	95,239	
Title IV-E - Foster Care	93.658	TJPC-2007-227	70,244	
			<u>4,696,671</u>	<u>-</u>
Total U.S. Department of Health and Human Services				

See accompanying notes to the schedule.

(Continued)

300

**TRAVIS COUNTY, TEXAS**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FISCAL YEAR ENDED SEPTEMBER 30, 2007**

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Contract Number	Expenditures	Amount Provided to Subrecipients
<b>U.S. DEPARTMENT OF JUSTICE</b>				
State Criminal Alien Assistance Program (SCAAP)	16.606	2007-AP-BX-0240	\$ 1,055,889	\$ -
Federal Forfeited Property	16.UKN	n/a	32,405	
Juvenile Mental Health Court	16.523	2006-MO-BX-0016	59,412	
Passed Through Office of the Governor Criminal Justice Division:				
Drug Court and In Home Family Services Expansion	16.523	JB-04-J20-17318-03	135,641	
Juvenile Accountability Incentive Block Grant	16.523	JB-04-J20-13391-07	(250)	
Juvenile Accountability Incentive Block Grant	16.523	JB-05-J20-13391-08	82,385	
Intensive In-Home Services Program	16.540	JA-05-J20-17996-01	11,151	
Intensive In-Home Services Program	16.540	JA-06-J20-17996-02	55,991	
K-9 Deployment Trailer	16.579	DB-04-A10-18784-01	16,431	
Family Violence Accelerated Prosecution Program	16.588	WF-06-V30-18392-01	66,268	
Leadership Academy	16.593	RT-05-J20-18122-01	136,728	
Leadership Academy	16.593	RT-06-J20-18122-02	90,386	
Drug Diversion Court	16.738	DJ-06-A10-16043-06	145,861	
Texas Jail Re-Entry Roundtable	16.738	DJ-05-A10-18766-01	5,000	
Drug Diversion Court	16.738	DJ-05-A10-16043-05	(461)	
Passed Through City of Austin:				
Justice Assistance Grant	16.592	2005-DJ-BX-0130	156,461	
Justice Assistance Grant	16.592	2006-DJ-BX-0247	14,584	
Service for Trafficking Victims	16.320	2005-VT-BX-0017	16,735	
Passed Through Office of the Attorney General:				
Project Safe Neighborhoods	16.609	07-02148	48,814	
Project Safe Neighborhoods	16.609	S050439	22,553	
Passed Through Safeplace:				
Family Violence Protection Team	16.590	2002-WE-BX-0006	(3,358)	
Family Violence Protection Team	16.590	2004-WE-BX-0039	259,220	
Passed Through Texas Juvenile Probation Commission:				
Project Aspect	16.523	TJPC CCP CJD	51,200	
Total U.S. Department of Justice			<u>2,459,046</u>	<u>-</u>
<b>U.S. DEPARTMENT OF TRANSPORTATION</b>				
Passed Through Texas Department of Transportation:				
Gillemand Creek Trail Phase III	20.205	0914-04-200	6,435	
Pflugerville Hike & Bike Trail	20.205	0914-04-983	(100)	
TX DOT- Impaired Driving Mobilization STEP	20.600	586XXF5019	2,042	
Underage Drinking Prevention	20.600	586XXF5001	(43)	
Underage Drinking Prevention	20.600	587XXF5001	191,247	
Total U.S. Department of Transportation			<u>199,581</u>	<u>-</u>
See accompanying notes to the schedule.				(Continued)

**TRAVIS COUNTY, TEXAS**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FISCAL YEAR ENDED SEPTEMBER 30, 2007**

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Contract Number	Expenditures	Amount Provided to Subrecipients
<b>U.S. DEPARTMENT OF HOMELAND SECURITY</b>				
Passed Through Governor's Division of Emergency Management (GDEM)				
Law Enforcement Terrorist Prevention Program LETPP	97.004	2004-SHSP-48453	\$ (4,025)	\$ -
Pre-Disaster Mitigation	97.017	PDM-05-010	41,381	
Passed Through Texas Department of Public Safety:				
Emergency Management Assistance (SLA-50)	97.042	EMT-2006-EM-E6-0026	14,337	
Emergency Management Assistance (SLA-50)	97.042	07TX-EMPG-1403	45,161	
Passed Through EMAC - LA:				
Hurricane Rita - Out of County	97.036	0905-035LA	248,047	
Passed Through Texas Water Development Board:				
Flood Mitigation Assistance Planning	97.029	2004-001-045	6,526	
Passed Through Emergency Food and Shelter National Board, then United Way:				
Emergency Food and Shelter National Program	97.024	24-7824-00	(1,383)	
Emergency Food and Shelter National Program	97.024	24-7824-00	104,156	
Total U. S. Department of Homeland Security			454,200	-
<b>CORPORATION FOR NATIONAL AND COMMUNITY SERVICE</b>				
Passed Through OneStar Foundation:				
AmeriCorps	94.006	ACF7112311	4,708	
AmeriCorps	94.006	ACF7112311	279,775	
AmeriCorps	94.006	ACF8112311	49,429	
Retired Senior Volunteer Program				
Retired Senior Volunteer Program	94.002	05SRWTX001	149	
Retired Senior Volunteer Program	94.002	05SRWTX001	62,371	
Passed Through Texas Department on Aging:				
Retired Senior Volunteer Program	94.002	05SRWTX033	2,225	
Retired Senior Volunteer Program	94.002	05SRWTX033	18,565	
Total Corporation for National and Community Service			417,222	-
See accompanying notes to the schedule.				(Continued)

302

**TRAVIS COUNTY, TEXAS**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FISCAL YEAR ENDED SEPTEMBER 30, 2007**

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Contract Number	Expenditures	Amount Provided to Subrecipients
<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>				
Community Development Block Grant	14.218	B-06-UC-48-0503	\$ 6,950	\$ -
Passed Through Texas Department of Housing and Community Affairs to the Travis County Housing Finance Corporation (a blended component unit of Travis County):				
Homebuyer Assistance Program	14.239	1000744	72,000	
Homebuyer Assistance Program	14.239	1000533	<u>100,100</u>	
Total U.S. Department of Housing and Urban Development			<u>179,050</u>	<u>-</u>
<b>U.S. DEPARTMENT OF THE INTERIOR</b>				
Passed Through Texas Historical Commission:				
East Austin Historic Resources Survey	15.904	TX-05-044	1,570	
Manor Historic Resources Survey	15.904	TX-06-038	10,000	
Passed Through Texas Parks and Wildlife Department:				
Balcones Canyonland Preserve	15.615	80573	<u>4,291</u>	
Total U. S. Department of the Interior			<u>15,861</u>	<u>-</u>
<b>U.S. DEPARTMENT OF AGRICULTURE</b>				
Passed Through Texas Department of Health and Human Services:				
School Lunch Program	10.555	75F1017	102,823	
School Lunch Program	10.555	75F1017	34,083	
School Breakfast Program	10.553	75F1017	62,487	
School Breakfast Program	10.553	75F1017	20,602	
Commodities Program	10.550	227022A	15,825	
Commodities Program	10.550	227022A	<u>4,463</u>	
Total U. S. Department of Agriculture			<u>240,283</u>	<u>-</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<u><b>\$ 8,838,099</b></u>	<u><b>\$ -</b></u>

See accompanying notes to the schedule.

(Concluded)

303

**TRAVIS COUNTY, TEXAS**  
**SCHEDULE OF EXPENDITURES OF STATE AWARDS**  
**FISCAL YEAR ENDED SEPTEMBER 30, 2007**

State Grantor/ Pass-Through Grantor/ Program Title	Contract Number	Expenditures	Amount Provided to Subrecipients
<b>OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION</b>			
Protective Order Guardian Ad Litem	SF-06-V30-16353-04	\$ (141)	\$ -
Protective Order Guardian Ad Litem	SF-07-V30-16353-05	12,276	
State Forfeited Property	N/A	<u>95,702</u>	
Total Office of the Governor - Criminal Justice Division		<u>107,837</u>	<u>-</u>
<b>TEXAS DEPARTMENT OF TRANSPORTATION</b>			
Sheriff's Combined Auto Theft Task Force	SA-T01-10069-08	27,084	
Sheriff's Combined Auto Theft Task Force	SA-T01-10069-06	7,724	2,560
Sheriff's Combined Auto Theft Task Force	SA-T01-10069-07	<u>750,604</u>	<u>289,437</u>
Total Texas Department of Transportation		<u>785,412</u>	<u>291,997</u>
<b>TEXAS DEPARTMENT OF STATE HEALTH SERVICES</b>			
Strategic Prevention Framework State Incentive	2007-021903	56,679	
Passed Through The University of North Texas: Seniors and Volunteers for Childhood Immunization	G72292-06	<u>8,424</u>	
Total Texas Department of State Health Services		<u>65,103</u>	<u>-</u>
<b>OFFICE OF ATTORNEY GENERAL</b>			
Family Violence Victim Outreach	06-02739	(386)	
Family Violence Victim Outreach	06-02739.A	28,489	
Statewide Automated Victim Notification Service	0801035	25,817	
Statewide Automated Victim Notification Service	06-04531A	93,688	
Statewide Automated Victim Notification Service	06-045244	25,817	
Victim Assistance Discretionary Grant	07-00560	<u>39,000</u>	
Total Office of Attorney General		<u>212,425</u>	<u>-</u>
<b>TEXAS COMMISSION ON ENVIRONMENTAL QUALITY</b>			
Low Income Repair, Retrofit & Replacement (LIRAP)	582-6-55082-15	349,054	
Passed Through Capital Area Council of Governments:			
Solid Waste Illegal Dumping Grant	05-12-G09	10,327	
Solid Waste Illegal Dumping Grant	06-12-G10	(136)	
Community Cleanup	07-12-G12	14,949	
Solid Waste Education	07-12-G11	<u>25,672</u>	
Total Texas Commission on Environmental Quality		<u>399,866</u>	<u>-</u>

See accompanying notes to the schedule.

(Continued)

304

**Memorandum of Understanding  
Between Travis County and  
Austin Independent School District -  
For the 21st Century Community Learning Centers Grant Program**

This Memorandum of Understanding ("MOU") is entered into by and between Travis County ("County") and Austin Independent School District ("AISD") through the School, Family, and Community Education 21st Century Community Learning Centers ("CCLC") Program regarding services to be provided under an agreement between the Parties regarding the 21st Century Community Learning Centers Grant - Cycle 6 ("Grant").

**1.0 GRANT**

1.1 **Grant Program.** This MOU, along with all applicable Grant agreement(s) and documents (which include the Grant application), governs collaboration by the Parties to provide out-of-school services under the Grant of federal funds granted to Travis County from Texas Education Agency (TEA) for the 21st Century Community Learning Centers Grant Program, Cycle 6 ("Grant Program").

1.2 **Interlocal Agreement.** The Parties agree that, upon award of the Grant to County, an Interlocal Agreement ("Interlocal Agreement") will be negotiated and executed by the Parties to govern the implementation of the Grant Program.

1.3 **Notification.** This MOU will only be effective upon notification of the Grant award from TEA to Travis County, and acceptance of that Grant award by Travis County.

1.4 **Services.** Travis County has applied for Grant funds to provide out-of-school programs in the following ten Title 1 AISD elementary schools: Allan, Allison, Blackshear, Brooke, Galindo, Maplewood, Oak Springs, Rodriguez, Sims, and Sunset Valley.

1.5 **Terms.** Upon receipt of Grant funds, County and AISD agree to collaborate to jointly provide, pursuant to the terms of the Interlocal Agreement, out-of-school programs which meet the requirements of the Grant (including applicable terms of the Grant application, copies of which AISD acknowledges it has received) and this MOU. Reference to Grant in this MOU includes the Grant application, Grant award, and any other applicable Grant documents.

**2.0 TERM**

2.1 Pursuant to Section 1.2, this MOU is effective August 1, 2009, and continuing through July 31, 2010, unless earlier terminated in compliance with the terms of this MOU and the Grant; with automatic annual renewals continuing through July 31, 2014 upon continuation of the Grant award and budget approval by the Travis County Commissioners Court.

**3.0 AISD PERFORMANCE.** Pursuant to the terms of the Grant and this MOU, and as part of the Interlocal Agreement, it is agreed that AISD will, among other things:

- 3.1 Monitor data collection for TEA reports.
- 3.2 Aggregate student level data for TEA reports.
- 3.3 Prepare TEA evaluation reports as stipulated in the Grant.
- 3.4 Provide letters of support to Travis County as requested.
- 3.5 Attend regular meetings of the Afterschool Task Force for the purpose of soliciting feedback and planning corrective actions.
- 3.6 Provide academic support and tutorial services to participating students.
- 3.7 Provide space for Program implementation.
- 3.8 Provide technical assistance on Program implementation and quality.
- 3.9 Assist with the identification and recruitment of eligible students that will participate in the 21st CCLC classes.

**4.0 COUNTY PERFORMANCE.** Pursuant to the terms of the Grant and this MOU, and as part of the Interlocal Agreement, it is agreed that County will, among other things:

- 4.1 Serve as the fiscal agent and managing partner of the Grant.
- 4.2 Supervise the planning and implementation of the Grant Program in accordance with all TEA requirements as specified in the Grant.
- 4.3 Identify, recruit and register students that will participate in the Grant classes.
- 4.4 Maintain attendance records and other student level data for the purpose of Grant reporting and program evaluation.
- 4.5 Attend regular meetings of the Afterschool Task Force for the purpose of soliciting feedback and planning corrective actions.

**5.0 JOINT RESPONSIBILITIES.** Both Parties agree:

- 5.1 To comply with the guidelines and requirements set forth by TEA in the Grant.
- 5.2 That funding provided by the Grant will supplement not supplant existing staff, support materials and supplies or programs.
- 5.3 That County may immediately terminate this MOU if Grant funding or supporting County funding is terminated by TEA or the Travis County Commissioners Court, respectively. In this event, County will provide AISD with immediate written notification of the termination. Either Party may terminate with thirty (30) days written notice prior to the acceptance of the Grant and execution of the Interlocal Agreement.
- 5.4 That amendments to this MOU will be made as follows:
  - (a) This MOU will be amended only by written agreement of the Parties.
  - (b) This MOU may be amended by mutual written agreement of the Parties upon final award of the Grant and finalization of the Grant terms to include terms as required by the Grant and County.
  - (c) AISD agrees that no officer, agent, employee or representative of County has any authority to change the terms of this MOU unless expressly granted that authority by the Commissioners Court under a specific provision of this MOU or by separate action by the Commissioners Court.
  - (d) Request for change will be submitted by AISD to County by sending the request to Cyd Grimes, the Travis County Purchasing Agent (or her successor) with a copy to Sherri Fleming, Executive Manager, Travis County Health, Human Services and Veterans' Services (or her successor) for submission to the Travis County Commissioners Court.
- 5.5 To comply with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this MOU and governing the Parties' general conduct of business.
- 5.6 That, upon approval of a written agreement between AISD and County governing all activities, County will pay AISD from Grant funds for services provided according to the agreement relating to the Grant including such activities as the provision of certified teachers for the program, collection of data, and the provision of evaluation services, or as otherwise agreed to by the parties in that written agreement.

**6.0 NOTICE**

6.1 **Requirements.** Except as otherwise specifically noted in this MOU or the Grant, any notice required or permitted shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

306

6.2 **County Address.** The address of County for all purposes under this MOU shall be:

Sherri Fleming, Executive Manager, TCHHSVS  
100 N. IH 35, Suite 3700  
Austin, Texas 78701

With copies to (registered or certified mail not required):

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

and

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

6.3 **AISD Address.** The address of AISD for all purposes under this MOU shall be:

Austin Independent School District  
3908 Avenue B, Room 112  
Austin, Texas 78751  
Attn: Dr. Gloria Williams, Director, AISD School, Family, and Community Education

**7.0 GENERAL TERMS**

7.1 **County Limitation.** It is understood and agreed that, in no event shall any provision of this MOU or any agreement entered into under the terms of this MOU be interpreted to obligate the County beyond the funds approved by the Commissioners Court for this MOU for any County Fiscal Year/budget period or beyond Grant Funds actually received by County.

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

7.3 **Assignment.** No Party may assign any of the rights or duties created by this MOU without the prior written approval of the other Party. This provision includes assignment, sale, merger or any other action resulting in any change in the status of AISD. It is acknowledged by AISD that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted that authority by the Commissioners Court. Submission of a request for approval under this Section 7.3, "Assignment," shall be made in writing to the Purchasing Agent. Failure to secure the approval required in this Section 7.3 may result in delay of payment or other sanctions.

7.4 **Binding Agreement.** This MOU shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this MOU.

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AUSTIN INDEPENDENT SCHOOL DISTRICT

TRAVIS COUNTY

BY: \_\_\_\_\_  
Printed Name: Mel Waxler  
General Counsel, Austin Independent School District  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Printed Name: Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Printed Name: Pascal D. Forgione, Jr., Ph.D.  
Superintendent, Austin Independent School District  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Printed Name: Mark Williams  
President, Austin ISD Board of Trustees  
Date: \_\_\_\_\_



Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, TX 78767  
(512) 854-4100 Fax (512) 854-4115

Travis County is applying for TEA funds to develop 21<sup>st</sup> Century Community Learning Centers at 10 AISD campuses. TEA requirements state "The applicant will provide for the benefit of private nonprofit school children and assure equitable participation in services, materials and equipment, and in training programs for teachers of such children". You may refer to P.L. 107-110, Title LX, Section 9501 (No child Left Behind Act) and 34 CFR 76.650-.662 for specific requirements pertaining to participation of private nonprofit school students.

The goals of the program are:

1. Increase academic achievement-provide opportunities for academic enrichment, including tutorial services to help children, particularly students who attend low-performing schools, to meet state and local student academic standards in core academic subjects, such as reading, mathematics and science.
2. Offer participating students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, physical education and regular academic programs.
3. Offer families of students served by learning centers opportunities for literacy and related development.

Campuses included in the application are:

Allan Elementary School	Galindo Elementary School	Rodriguez Elementary School
Allison Elementary School	Maplewood Elementary School	Sims Elementary School
Blackshear Elementary School	Oak Springs Elementary School	Sunset Valley Elementary School
Brooke Elementary School		

If your school population is 40% economically disadvantaged and you are interested in this program, please call Cheryl Knockless at (512) 854-4597.

Sincerely,

Deborah Britton, Director  
Community Services Division  
Travis County Health & Human Services and Veterans Service

308



1301 Young Street  
Room 732  
Dallas, Texas 75202  
(214)-767-3261  
(214)-767-3264 FAX

June 6, 2000

Ms. Linda S. Bishop  
Chief Assistant County Auditor  
Travis County Auditor's Office  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767

Dear Ms. Bishop:

We have received your letter of May 22, 2000, concerning the need to submit an cost allocation plan for Travis County to our office for review and approval. We will not review your plan.

*Office of Management and Budget Circular A-87 Cost Principles for State, Local and Indian Tribal Governments (A-87) in Attachment C, Section D. 3. requires that a local government, not designated as a "major local government", claiming central service costs must develop a plan in accordance with the requirements of the Circular and maintain the plan and related supporting documentation for audit. Such a government is not required to submit its plan for Federal approval unless it is specifically requested to do so by the cognizant Federal agency.*

To date my office has not required you to submit your plan for review. Due to workload priorities, we do not review plans of local government. You should continue to prepare and retain cost allocation plans as required by A-87. We will contact you, if we need to review your plan in the future.

If you have any questions, please call Terry Hill at (214)-767-3263.

Sincerely,

Merle M. Schmidt  
Director,  
Division of Cost Allocation

309

7

### Travis County Commissioners Court Agenda Request

Voting Session April 7, 2009  
(Date)

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

**I. Request:**

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

Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$586,930.54, for the period of March 20, 2009 to March 26, 2009.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information:**

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

**III. Required Authorizations: Checked if applicable:**

- \_\_\_\_\_ Planning and Budget Office (854-9106)
- \_\_\_\_\_ Human Resources Management Department (854-9165)
- \_\_\_\_\_ Purchasing Office (854-9700)
- \_\_\_\_\_ County Attorney's Office (854-9415)
- \_\_\_\_\_ County Auditor's Office (854-9125)

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 MAR 30 AM 8:42

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** April 7, 2009

**TO:** Members of the Travis County Commissioners Court

**FROM:** Dan Mansour, Risk Manager

**COUNTY DEPT.** Human Resources Management Department (HRMD)

**DESCRIPTION:** United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

**PERIOD OF PAYMENTS MADE:** March 20, 2009 to March 26, 2009

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$586,930.54

**HRMD RECOMMENDATION:** The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$586,930.54.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY**  
**HOSPITAL AND INSURANCE FUND**  
**SUPPORTING DETAIL FOR THE**  
**WEEKLY REIMBURSEMENT REQUEST TO**  
**COMMISSIONERS COURT**  
**FOR THE PAYMENT PERIOD**  
**MARCH 20, 2009 TO MARCH 26, 2009**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Chart of Weekly Reimbursements Compared to Budget
- Page 3. Paid Claims Compared to Budgeted Claims
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

Last Updated 4-2-09 at 4:55pm

DATE: April 7, 2009  
 TO: Susan Spataro, County Auditor  
 FROM: Dan Mansour, Risk Manager  
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:  
 FROM: March 20, 2009  
 TO: March 26, 2009

**REIMBURSEMENT REQUESTED: \$ 586,930.54**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,486,790.90
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 31, 2009	\$ (899,860.53)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 586,930.54
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	<u>\$ 586,930.54</u>

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

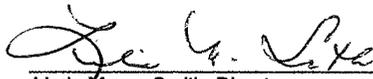
All claims over \$25,000 (4 this week totaling \$176,607.27) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

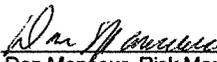
Fifteen percent (15%) of all claims under \$25,000 (\$67,838.07) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

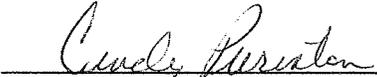
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$19,872.32.

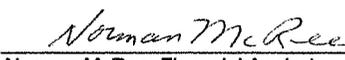
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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

 3/27/08  
 Linda Moore Smith, Director Date

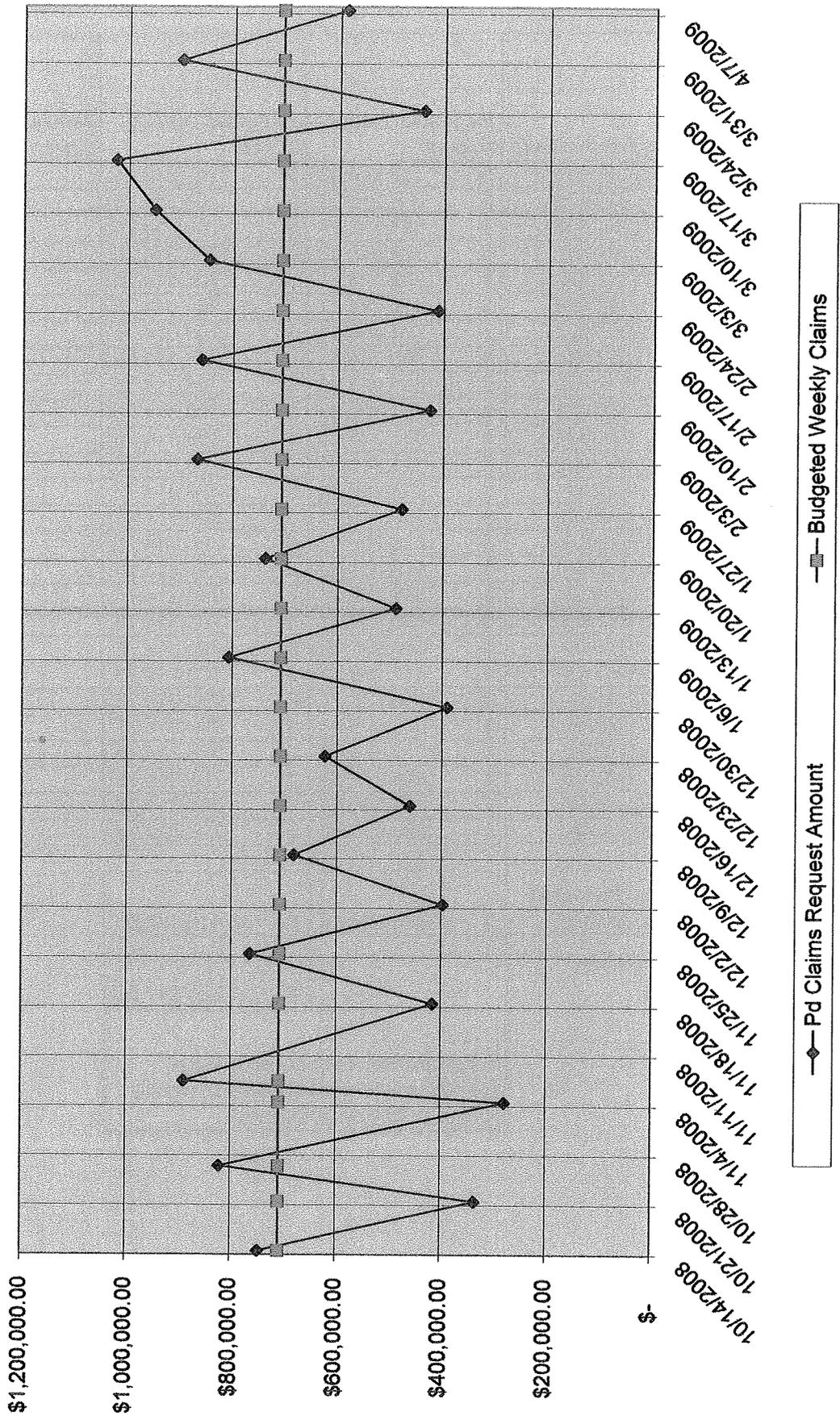
 3-27-09  
 Dan Mansour, Risk Manager Date

 3/27/09  
 Cindy Purinton, Benefit Contract Administrator Date

 3/27/09  
 Norman McRee, Financial Analyst Date

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

**TRAVIS COUNTY BENEFIT PLAN  
FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75**



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Last Updated 4/2/09 at 4:53pm

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	29333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
2/27/09-3/5/09	3/17/2009	\$ 1,023,376.00	\$ 708,314.75	4	\$ 379,043.29
3/6/09-3/12/09	3/24/2009	\$ 440,272.63	\$ 708,314.75	1	\$ 37,840.14
3/13/09-3/19/09	3/31/2009	\$ 899,860.53	\$ 708,314.75	3	\$ 101,988.57
3/20/09-3/26/09	4/7/2009	\$ 586,930.54	\$ 708,314.75	4	\$ 176,607.27

Paid and Budgeted Claims - to date	\$ 16,635,316.49	\$ 18,416,183.50
Amount Under Budget		\$ (1,780,867.01)

Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.

Last Updated 4-2-09 at 4:55pm

TO: NORMAN MCREE  
 FAX NUMBER: (512) 854-3128  
 PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP  
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2009-03-27 REQUEST AMOUNT: \$1,486,790.90

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-03-26	\$458,725.40
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,479,992.60</b>
+ CURRENT DAY NET CHARGE:	\$6,798.30
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$1,486,790.90</b>

ACTIVITY FOR WORK DAY: 2009-03-20

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$28,534.38	\$00.00	\$28,534.38
<b>TOTAL:</b>	<b>\$28,534.38</b>	<b>\$00.00</b>	<b>\$28,534.38</b>

ACTIVITY FOR WORK DAY: 2009-03-23

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$195,481.37	\$00.00	\$195,481.37

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_03\_26

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	1.44	UW	75820492	AH	9	3/13/2009	20	3/25/2009	3/26/2009
701254	632	1.41	RB	38224215	AF	3	3/20/2009	100	3/24/2009	3/26/2009
701254	632	0.76	UW	76762703	AA	5	3/16/2009	20	3/24/2009	3/26/2009
701254	632	0.64	UW	78483882	AH	8	3/18/2009	20	3/27/2009	3/26/2009
701254	632	0.01	RB	40534825	AA	9	3/23/2009	100	3/25/2009	3/26/2009
701254	632	-1.7	NN	SSN0000C	AL	0	3/17/2009	600	3/23/2009	3/26/2009
701254	632	-27.3	NN	SSN0000C	AL	0	3/20/2009	600	3/26/2009	3/26/2009
701254	632	-29.63	NN	SSN0000C	AL	0	3/17/2009	600	3/23/2009	3/26/2009
701254	632	-39.4	NN	SSN0000C	AL	0	3/19/2009	600	3/25/2009	3/26/2009
701254	632	-58.22	Q6	84068331	AA	9	3/18/2009	50	3/24/2009	3/26/2009
701254	632	-67.19	NN	SSN0000C	AL	0	3/20/2009	600	3/26/2009	3/26/2009
701254	632	-258.46	NN	SSN0000C	AL	0	3/20/2009	600	3/26/2009	3/26/2009
701254	632	-263.78	NN	SSN0000C	AL	0	3/23/2009	600	3/27/2009	3/26/2009
701254	632	-265.65	NN	SSN0000C	AL	0	3/20/2009	600	3/26/2009	3/26/2009
701254	632	-395.89	UU	57230761	AH	5	5/9/2008	50	3/25/2009	3/26/2009
701254	632	-596.4	NN	SSN0000C	AL	0	3/17/2009	600	3/23/2009	3/26/2009
701254	632	-2291.3	NN	SSN0000C	AL	0	3/17/2009	600	3/23/2009	3/26/2009
701254	632	-4964.89	NN	SSN0000C	AL	0	3/17/2009	600	3/23/2009	3/26/2009
701254	632	-10612.51	NN	SSN0000C	AL	0	3/23/2009	600	3/27/2009	3/26/2009

586,930.54

# Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable

For the payment week ending: 03/26/2009

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	ACCT#	ISS_DATE	TRANS_CODE	TRANS_DATE
---------	-----------	-----	-------	-----	-------	----------	------------	------------

**Total:** \$0.00

# Travis County - Hospital and Self Insurance Fund (526)

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 3/26/2009

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b><i>CEPO</i></b>		
EE	526-1145-522.45-28	65,160.03
RR	526-1145-522.45-29	3,265.99
Total CEPO		\$68,426.02
<b><i>EPO</i></b>		
EE	526-1145-522.45-20	138,946.13
RR	526-1145-522.45-21	6,051.87
Total EPO		\$144,998.00
<b><i>PPO</i></b>		
EE	526-1145-522.45-25	347,279.33
RR	526-1145-522.45-26	26,227.19
Total PPO		\$373,506.52
Grand Total		\$586,930.54

**Travis County Commissioners Court Agenda Request**

Voting Session 04/07/09  
(Date)

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

**I. Request made by:**

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

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

County Clerk – Employment of Special Project Employees - Travis County  
Code § 10.0155

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)



Las Updated 4-2-09 at 4:55pm

# HRMD Human Resources Management Department

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**April 7, 2009**

**ITEM # :**

**DATE:** March 27, 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.

**A. Routine Personnel Actions – Pages 2 – 5.**

**B. Non-Routine Personnel Actions – Pages 6 - 7.**

**County Clerk** requests approval to extend twelve (12) Special Project Employees for an additional two (2) year period. Travis County Code §10.0155 Employment of Special Project Employees specifies that the duration is expected to last more than 6 months and less than 2 years. PBO has confirmed funding.

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

LMS/LAS/clr

#### Attachments

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

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>Constable 2</b>	27	Court Clerk I	13 / \$31,500.00	13 / \$31,500.00
<b>Constable 5</b>	69	Deputy Constable**	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
<b>County Atty</b>	189	Attorney I**	21 / Minimum / \$50,667.76 (Authorized Slot is Green-Circled)	21 / Minimum / \$50,667.76 (Authorized Slot is Green-Circled)
<b>County Atty</b>	218	Victim Counselor Sr	16 / Minimum / \$36,121.07	16 / Minimum / \$36,121.07
<b>Criminal Courts</b>	109	Assoc Judge / Magistrate / Ref	97 / \$105,000.00	97 / \$105,000.00
<b>Emergency Medical Service</b>	29	Flight Paramedic	21 / Level 2 / \$53,705.60	21 / Level 2 / \$53,705.60
<b>Emergency Medical Service</b>	34	Flight Paramedic	21 / Level 2 / \$53,705.60	21 / Level 2 / \$53,705.60
<b>ITS</b>	95	Project Mgr I	27 / \$78,336.00	27 / \$78,336.00
<b>ITS</b>	135	Business Analyst III	25 / \$68,428.00	25 / \$68,428.00
<b>Sheriff</b>	175	Counselor**	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
<b>Sheriff</b>	264	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
<b>Sheriff</b>	480	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
<b>Sheriff</b>	497	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
<b>Sheriff</b>	506	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
<b>Sheriff</b>	516	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
<b>Sheriff</b>	556	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
<b>Sheriff</b>	632	Telecomm 9-1-1 Spec**	14 / Level 6 / \$37,232.00	14 / Level 6 / \$37,232.00
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
Sheriff	860	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1020	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1147	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1192	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1284	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1297	Counselor Sr	16 / Level 1 / \$37,211.20	16 / Level 1 / \$37,211.20
Sheriff	1369	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1404	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1555	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1567	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
* Temporary to Regular			** Actual vs Authorized	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
Constable 2	50005	Court Clerk I	13 / \$14.18	13 / \$14.18	05
District Atty	50052 (2 <sup>nd</sup> Job)	Attorney III	24 / \$32.00	24 / \$32.00	05
Tax Collector	20043	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
TCCES	50027	Counselor	15 / \$16.23	15 / \$16.23	05
TNR	20059	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20060	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20061	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20062	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20063	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20064	Park Tech I	8 / \$11.00	8 / \$11.00	02
** Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>TNR</b>	20065	Park Tech I	8 / \$11.00	8 / \$11.00	02
<b>TNR</b>	20106	Natural Resources Tech	16 / \$17.37	16 / \$17.37	02
<b>TNR</b>	20107	Natural Resources Tech	16 / \$17.37	16 / \$17.37	02

**\*\* Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	872	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	891	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1144	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

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Pretrial Services</b>	5	Pretrial Officer II* / Grd 16	Pretrial Officer III / Grd 17	\$40,703.70	\$43,552.96	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Pretrial Services</b>	9	Pretrial Officer II* / Grd 16	Pretrial Officer III / Grd 17	\$43,071.82	\$46,086.85	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Pretrial Services</b>	62	Pretrial Officer II* / Grd 16	Pretrial Officer III / Grd 17	\$40,402.20	\$43,230.35	Career Ladder. Pay is between min and midpoint of pay grade.

\* Actual vs Authorized

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>County Atty</b>	Slot 106 / Office Specialist / Grd 10 / \$30,890.12	<b>County Atty</b>	Slot 119 / Office Specialist / Grd 10 / \$30,890.12	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>District Atty</b>	Slot 178 / Attorney VI / Grd 28 / \$88,500.88	<b>District Atty</b>	Slot 244 / Attorney VI / Grd 28 / \$88,500.88	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>JP Pct 3</b>	Slot 9 / Court Clerk I / Grd 13 / Part-time \$16,039.41	<b>JP Pct 3</b>	Slot 25 / Court Clerk I / Grd 13 / Full-time \$32,078.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from part-time to full-time (20 hrs to 40 hrs). Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	Slot 111 / Juvenile Detention Ofcr III / Grd 14 / \$38,359.67	<b>Constable 5</b>	Slot 24 / Deputy Constable* / Grd 61 / \$43,210.75	Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>				

THIS PAGE LEFT BLANK INTENTIONALLY.

**SECTION B. NON-ROUTINE PERSONNEL ACTION**

<b>NON-ROUTINE – SPECIAL PROJECT EXTENSIONS</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>Annual Salary</b>
<b>County Clerk</b>	60001	Elec Clk – Elc Cr Special Project Temps	\$35,944.98
	60002	Elec Clk – Elc Cr Special Project Temps	\$35,299.02
	60003	Elec Clk – Elc Cr Special Project Temps	\$35,944.98
	60004	Elec Clk – Elc Cr Special Project Temps	\$37,814.40
	60005	Elec Clk – Elc Cr Special Project Temps	\$36,301.39
	60006	Elec Clk – Elc Cr Special Project Temps	\$35,299.02
	60007	Elec Clk – Elc Cr Special Project Temps	\$41,079.27
	60008	Elec Clk – Elc Cr Special Project Temps	\$36,301.39
	60010	Elec Clk – Elc Cr Special Project Temps	\$34,777.60
	60011	Elec Clk – Elc Cr Special Project Temps	\$36,301.00
	60012	Elec Clk – Elc Cr Special Project Temps	\$40,396.55
	60015	Elec Clk – Elc Cr Special Project Temps	\$35,299.02

**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**



DANA DeBEAUVOIR  
Travis County Clerk

(512) 854-9188  
P. O. Box 149325, Austin, TX 78714-9325  
5501 Airport Boulevard, Austin, Texas 78751-1410  
(Recording, Elections, Computer Resources, Accounting, and Administration Divisions)  
1000 Guadalupe, Austin, Texas 78701-2328  
(Misdemeanor Records, Civil/Probate, and Records Management Divisions)  
[www.co.travis.tx.us](http://www.co.travis.tx.us)

February 25, 2009

TO: Linda Moore Smith, Director, Human Resources Management Department

FROM: Susan Bell

RE: Special Project Temporary Employees in the Elections Division

We are requesting that thirteen positions be designated as special project temporary employees for a two-year period. This will be a reconfirmation of a structure that was approved by the Commissioners' Court approximately four years ago when the Elections Division was reorganized. Since County policy (10.0155) states these positions have a maximum duration of two years, we are required to return to Court to ask that these positions again be designated as special project temporary employees. Two years ago, we asked that thirteen positions be authorized, but since that time, the Court has made one of those positions into a regular FTE.

It is important that the Elections Division maintain this arrangement as it has given us the ability to provide a continuity of services from election to election and to maintain a team of highly trained employees. Both of these conditions are essential and will allow us to continue successfully managing the steady flow of election service contracts taken on by the Elections Division.

We would like to take this to Court as soon as possible. Two years ago, I believe you put this item on the agenda as a personnel item. Please let us know if you would like to handle it this way, or if you would like us to directly submit an agenda item.

Thanks.

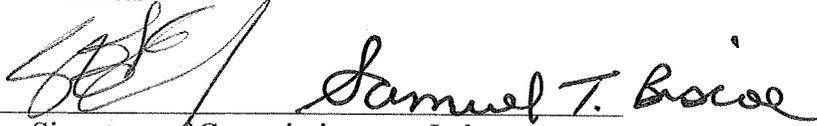
# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

9

Voting Session: April 7, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PROPOSAL FOR THE VETERANS AND PEACE OFFICERS MEMORIALS AT WOODMANSEE PLAZA.

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:

Greg Hamilton, Sheriff (49788)  
 Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (44579)  
 Olie Pope, Travis County Veterans Service Officer (49340)

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

COUNTY CLERK'S OFFICE  
 RECEIVED  
 09 APR 31 PM 4:25



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**TO:** The Commissioners Court

**VIA:** Alicia Perez, Executive Manager Administrative Operations

**FROM:** Roger A. El-Khoury, M.S., P.E., Director

**DATE:** March 27, 2009

**SUBJECT:** The Veterans and Peace Officers Memorials

A handwritten signature in black ink that reads "Roger A. El-Khoury".

#### **Proposed Motion:**

Consider and take appropriate action regarding a proposal for The Veterans and Peace Officers Memorials at Woodmansee Plaza.

#### **Summary and Staff Recommendation:**

Facilities Management Department (FMD) recommends approval of the proposal from the Executive Committee proposal to erect two memorials at the Woodmansee Plaza as describe in the attached package. The Executive Committee for the Veterans and Peace Officers Memorials has indicated that they will provide the two memorials and refurbish the existing memorial for 1<sup>st</sup> Lt Ronny L. Woodmansee. These memorials will be located to the southwest of the Heman Marion Sweatt Courthouse, and to the east of the Travis County Jail. The committee is requesting approval from the Court to erect these memorials on Veterans Day 2010 or Memorial Day 2011. FMD would provide ongoing maintenance and repair for the memorials after they are accepted by the County. Also, FMD will demolish the existing raised circle curb and remove the existing bench

#### **Background:**

Exhibit One is a letter from the Executive Committee to the Travis County Commissioners Court with details on the proposal. Included in the package is a site plan showing the proposed location for the new memorials. The memorial to 1<sup>st</sup> Lt Woodmansee will be refurbished and placed back at the same location. The proposed location for the new memorials will require some modifications to provide an appropriate site. The raised circle in the plaza that was originally a water feature (now filled with sand) would be removed and the pavement in front of the memorials

leveled and repaved. This is necessary to provide proper access for honor guards and/or bands for future ceremonies that are expected to occur in front of the memorials. The existing benches located where the memorials will be erected will also be removed. The last page of the proposal includes a photo of how the memorials are anticipated to appear once these modifications are made. With Court approval, FMD will manage the necessary modifications to the site to permit installation of the memorials.

**Budgetary and Fiscal Impact:**

FY 09 – No fiscal impact

**Required Authorizations:**

Legal: N/A

Purchasing: N/A

Budget: N/A

**Exhibit:**

1. Executive Committee Letter dated February 1, 2009 with attached proposal dated March 2009



OLIE L. POPE, JR.  
DIRECTOR,  
TRAVIS COUNTY  
VETERANS SERVICE  
OFFICE

TRAVIS COUNTY  
VETERANS SERVICE OFFICE  
100 N. INTERREGIONAL, SUITE 2400  
AUSTIN, TX 78701  
P.O. BOX 1748, AUSTIN, TX 78787  
512-854-8340 / FAX 512-854-4453

BEVERLY GAINER  
ASST. SERVICE OFFICER

GEORGE RUIZ  
ASST. SERVICE OFFICER

SUSAN N. LEWIS  
SR. VETERANS SERVICE  
SPECIALIST and WOMAN  
VETERANS COORDINATOR

SAMUEL T. BISCOE  
County Judge

KAREN HUBER  
Commissioner, Pct. 3

RON DAVIS  
Commissioner, Pct. 1

MARGARET J. GÓMEZ  
Commissioner, Pct. 4

SARAH ECKHARDT  
Commissioner, Pct. 2

February 1, 2009

Dear: Judge Biscoe and Commissioners,

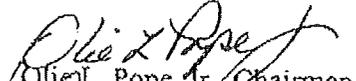
First, thank you for your service to the residents and employees of Travis County, Texas. The mission of Travis County is vital to those that live in the various communities within Austin and Travis County. These communities and employees benefit from your outstanding service and commitment in this regard.

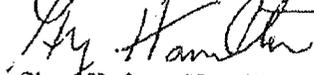
The Executive Committee for the veterans and peace officers memorials appreciate you taking the time to meet with its members. We felt it was very important that we meet with you to focus on the basis and special aspects for the proposed veterans and peace officers memorial. After meeting with Mr. Christian Smith, Special Assistant to the Commissioners Court and Mr. Roger A. El Khoury, Director Facilities Management Department, the executive committee is unanimous in recommending that the proposed veterans and peace officers memorials be erected on the South side of the Travis County Heman Sweatt Courthouse adjacent to the 1<sup>st</sup> Lt. Ronny L. Woodmansee Memorial. It seems that this location will not interfere with the long range needs study and it will be conducive for future ceremonies honoring our veterans and peace officers.

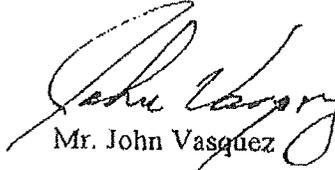
Attached is a proposal for the erection of Veterans and Peace Officers Memorials, as well as the accompanying plaques and refurbishing of the Woodmansee Memorial. Three preliminary bids for the materials and known labor costs are included; we have also included a list of the Executive Committee Members.

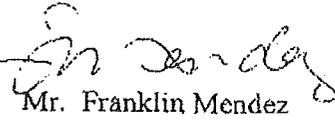
The Executive Committee is seeking to place this proposal on the Travis County Commissioners Court agenda in the very near future and will be working with Mr. Roger A. EL Khoury in this regard. The Executive Committee respectfully recommends that this proposal be given favorable consideration.

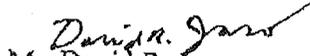
Sincerely,

  
Olie L. Pope, Jr., Chairman  
Executive Committee

  
Sheriff, Greg Hamilton

  
Mr. John Vasquez

  
Mr. Franklin Mendez

  
Mr. David R. Jaso

**The Veterans and Peace Officers Memorials at  
Woodmansee Plaza, Travis County, Texas** as of 3-09

**Proposal**

The Executive committee for the veterans and peace officers memorials proposes that a pair of memorials be erected on the West side of the Travis County Heman Sweatt Courthouse in concert with the Woodmansee Plaza to honor those men and women that have made the ultimate sacrifice while in the service of our county, and country. Similar memorials dedicated to honor the heroic and patriotic service of men and women have been erected throughout Travis County and the state of Texas.

**Planning Committee Members**

The members of the committee include Olie L. Pope, Jr., Travis County Veterans Service Officer, and Committee Chairman, Greg Hamilton, Travis County Sheriff, Franklin Mendez, Designer and member of Tejanos in Action, John Vasquez, Retired APD Captain and member of Tejanos in Action and David R. Jaso, Retired Assistant Chief Juvenile Probation Officer, Travis County, Texas and a member of Tejanos in Action.

The planning committee became the Executive Committee for the Veterans and Peace Officer Memorial in August 2008. The Executive Committee for the veterans and peace officers memorials proposes that a pair of memorials be erected on the west side of the Travis County Heman Sweatt Courthouse in concert with the Woodmansee Plaza to honor those men and women that have made the ultimate sacrifice while in the service of our county, and country. The members of the executive committee are veterans or peace officers and note that other counties or cities adjacent to Travis County have dedicated similar memorials to honor the heroic and patriotic service of men and women in those municipalities.

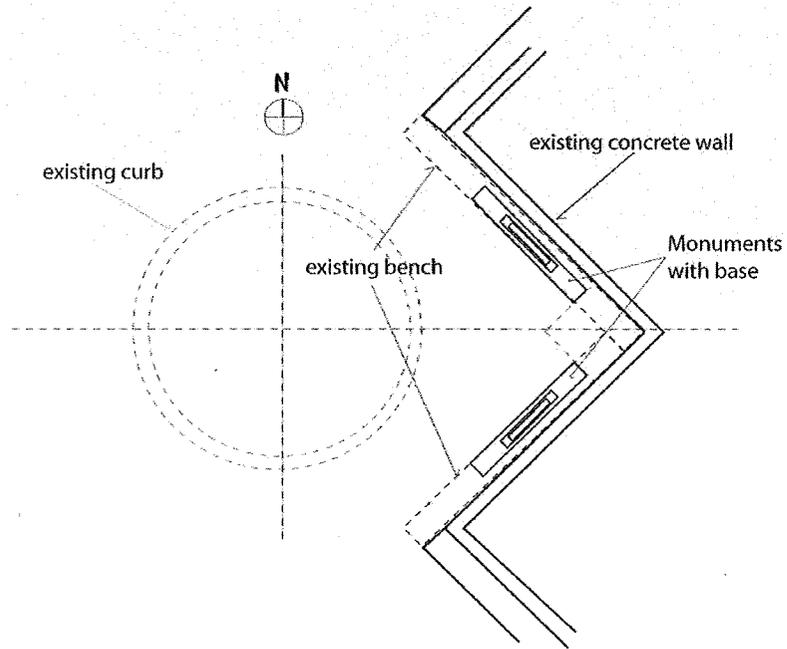
**The Cost for the Memorials**

The cost for the memorials, accompanying plaques and refurbishing of the Woodmansee Memorial cost will depend on the size, materials, and bids submitted for building the memorials. Three bids estimated the cost from **\$18,800 to \$27,000**. All cost associated with this proposal will be paid in full by this **Executive Committee**. The actual costs will be added to this proposal upon receipt of the official awarded bid. Based on the life expectancy of various materials that could be used to construct the memorials, the executive committee agreed to use granite as it seems to last longer than other materials and requires less upkeep.

**Site Preparation**, will be based on estimates from Mr. Roger A. El Khoury, Director Facilities Management Department.

## Proposed Memorial Design

03/12/09



### Proposed changes:

1. Remove existing curb (circle).
2. Remove existing bench.
3. Erect Memorials in design location.

Franklin Mendez



# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

10

Voting Session: April 7, 2007

I. A. Request made by: Alicia Perez <sup>AP</sup> Exec. Mgr., Admin Ops Phone #: 854-9343  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: DISCUSS AND TAKE APPROPRIATE ACTION REGARDING APPROVAL OF THE NEW SITE LOCATION FOR THE NEW DEL VALLE WELLNESS AND HEALTH CLINIC.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)  
 Linda Moore Smith, Human Resources Management Department (4-9165)  
 Dan Mansour, Human Resources, Risk Management (4-9499)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)  
 \_\_\_\_\_ Additional funding for any department or for any purpose  
 \_\_\_\_\_ Transfer of existing funds within or between any line item  
 \_\_\_\_\_ Grant

Human Resources Department (854-9165)  
 \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)  
 \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)  
 \_\_\_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED  
 COUNTY JUDGES OFFICE  
 09 MAR 32 AM 9:04



# 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: SRCC-02-08X-04N

File: 101

**TO:** The Commissioners Court

**VIA:** Alicia Perez, Executive Manager, Administrative Operations

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

**DATE:** March 30, 2009

**SUBJECT:** New Del Valle Wellness and Health Clinic  
New Proposed Site Location

A handwritten signature in black ink that reads "Roger A. El Khoury".

### Proposed Motion:

Discuss and take appropriate action regarding approval of the new proposed site location of the new Del Valle Wellness and Health Clinic.

### Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the new site location for the new Del Valle Wellness and Health Clinic. This relocation of the site for the new facility is necessary due to the future expansion of FY 973 along Travis County property. The new location will be at the same location of the interim facility for the Wellness and Health Clinic. This interim facility is a wood framed structure that was originally constructed in 1950 and partially renovated in the 1980s. The facility has been used as storage and from time to time as a meeting place for a charity organization. The facility condition index or FCI, as determined by the facility assessment performed by VFA, Inc., of 0.50 indicates that major expenditures of resources relative to the value of the facility would be required to restore this interim facility to an acceptable level.

FMD is therefore recommending demolishing the interim facility (demolition costs can be accommodated in the approved project budget). FMD recommends constructing the new facility at the same location where the interim facility sits, therefore, the scope of the project will include demolition and removal of this facility. The proposed new location of the Wellness and Health Clinic will provide good access from FM 973 and be located next to existing parking, and near to existing utilities. Siting the new Wellness and Health Clinic building where the interim facility is located will eliminate any problems with increasing impervious cover on the site. The new site plan will not modify the Architectural Space Program or Schematic Design that was previously

Last Updated 4-2-09 at 4:55pm  
approved by the Commissioners Court in December 2008. HRMD has agreed to the new site location.

**Budgetary and Fiscal Impact:**

Project Budget is \$369,500.

**Background:**

On December 9, 2008 the Commissioners Court voted to approve the proposed architectural plan, site location, and schematic design for the new Employee Wellness and Health Clinic near the Del Valle South Rural Community Center, and to the north of the existing Community Center. FMD started the design and obtained geotechnical services and a topographical survey. A few weeks ago we learned that TxDOT is proposing to expand the FM 973 right-of-way 17 feet into Travis County property. This proposed expansion will impact the current approved location of the new Wellness and Health Clinic building. The proposed new location will move the new Wellness and Health Clinic building to the south of the Community Center and away from the proposed expansion of the FM 973 right-of-way.

**Required Authorizations:**

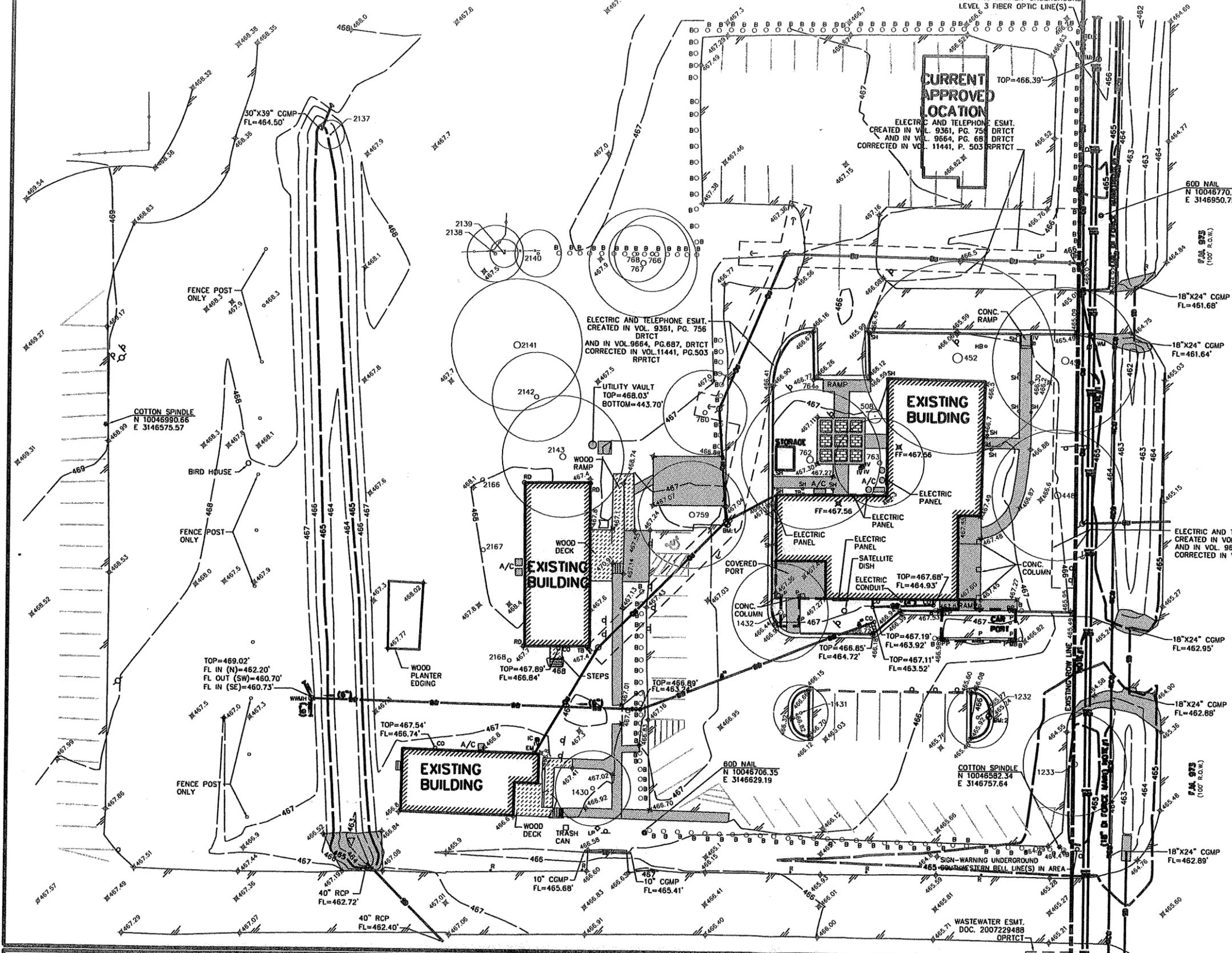
Planning and Budget: N/A

Purchasing: N/A

County Attorney: N/A

**Exhibits:**

- A. Existing Survey
- B. Impact of FM 973 Expansion
- C. Proposed Building Relocation



**LEGEND**

- ⊙ CONTROL POINT
- ⊙ CONTROL POINT
- ⊙ TELEPHONE MANHOLE
- ⊙ WASTEWATER MANHOLE
- ⊙ ROOF DRAIN
- ⊙ TELEPHONE JUNCTION BOX
- ⊙ SPRINKLER HEAD
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ IRRIGATION VALVE
- ⊙ WASTEWATER CLEAN OUT
- ⊙ IRRIGATION CONTROL BOX
- ⊙ ELECTRIC METER
- ⊙ LIGHT POLE
- ⊙ REFLECTOR POST
- ⊙ BOLLARD
- ⊙ HOSE BIB
- ⊙ METAL POST
- ⊙ NAIL BOX
- ⊙ SIGN
- ⊙ POWER POLE
- ⊙ GUY WIRE
- ⊙ BENCH MARK
- ⊙ FINISH FLOOR
- ⊙ SPOT ELEVATION
- ⊙ CHAIN LINK FENCE
- ⊙ WIRE FENCE
- ⊙ UNDERGROUND COMMUNICATION LINE
- ⊙ UNDERGROUND TELEPHONE LINE
- ⊙ RECLAIMED WATER LINE
- ⊙ WASTEWATER LINE
- ( ) RECORD INFORMATION
- DRCT DEED RECORDS TRAVIS COUNTY, TEXAS
- OPRTRCT OFFICIAL RECORDS TRAVIS COUNTY, TEXAS
- RPRTRCT REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- BRICK PAVER
- CONCRETE
- TREE

**TREE LIST**

- 448 28" PECAN
- 451 31" PECAN
- 452 41" PECAN
- 759 23" PECAN
- 760 18"(13,10) HACKBERRY
- 762 30" GREEN ASH
- 763 19" ARIZONA ASH
- 764 13" STUMP
- 766 16" CHINABERRY
- 767 23" CHINABERRY
- 768 12" CHINABERRY
- 1232 13" LIVE OAK
- 1233 22"(16,12) HACKBERRY
- 1430 16" SYCAMORE
- 1431 12" LIVE OAK
- 1432 21" TEXAS ASH
- 2137 6" SYCAMORE
- 2138 12"(8,7) MULBERRY
- 2139 6" HACKBERRY
- 2140 10" HACKBERRY
- 2141 28" TEXAS ASH
- 2142 19" CHINABERRY
- 2143 26"(20,12) TEXAS ASH
- 2166 20" STUMP
- 2167 22" STUMP
- 2168 19" STUMP

THE SURFACE COORDINATES SHOWN WERE MODIFIED FROM TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NAD 83 (CORS98), FOR GRID COORDINATES, DIVIDE SURFACE COORDINATES BY 1.00004. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.

VERTICAL CONTROL IS BASED ON NAVD88.

UTILITY NOTES:

THE LOCATIONS AND SIZE OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS DRAWING WERE TAKEN FROM RECORDS WHICH MAY NOT BE ENTIRELY ACCURATE AND FROM SURFACE EVIDENCE AS SURVEYED ON THE GROUND.

NOTE #1 - UTILITY LOCATION FROM 18" EFFLUENT FORCE MAIN PLANS, REF. SP-92-0223D.

EXISTING RECORDS WERE NOT AVAILABLE FROM THE FOLLOWING UTILITY PROVIDERS AT TIME OF SURVEY:

SOUTHWESTERN BELL TELEPHONE LEVEL 3 COMMUNICATIONS

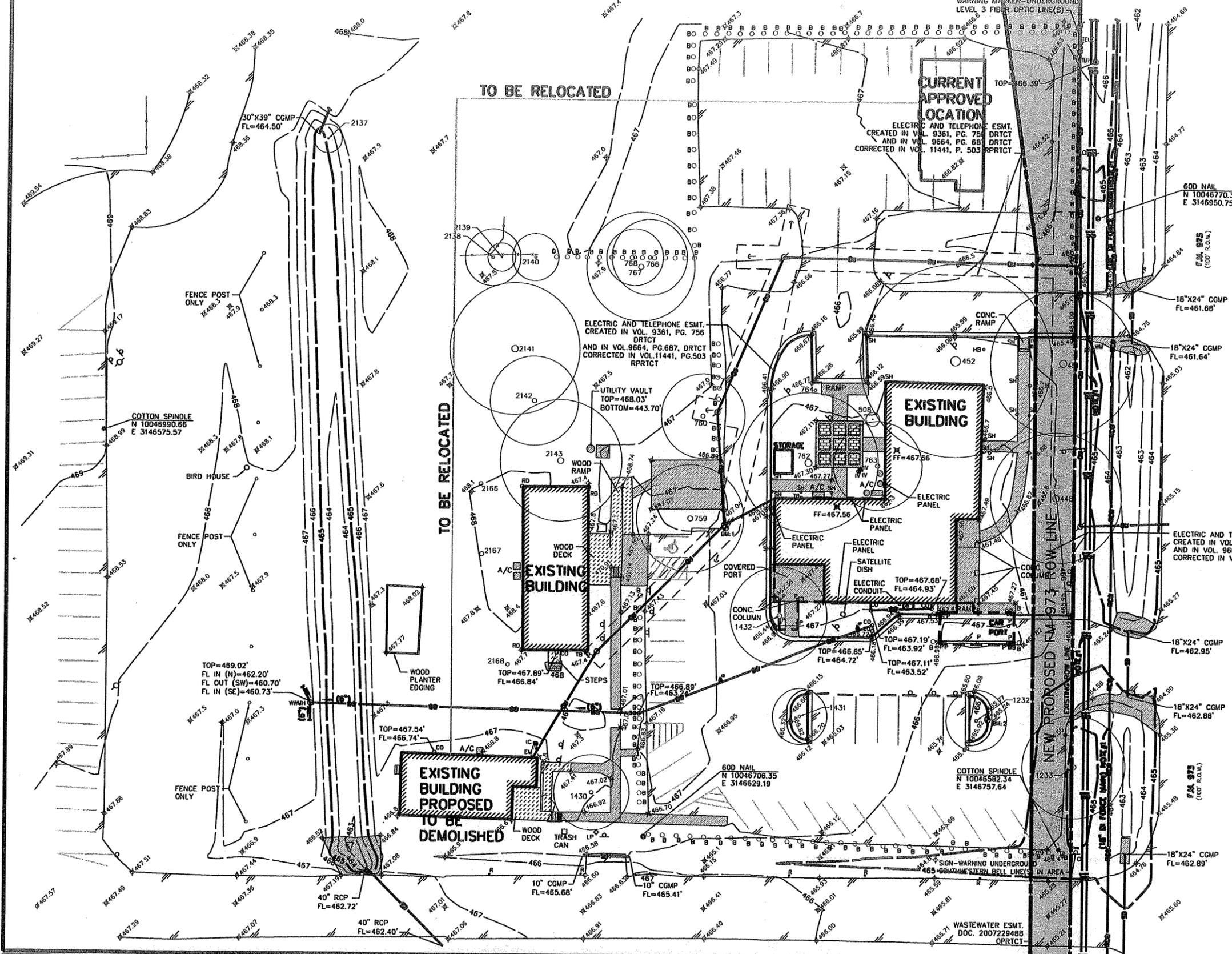
THIS IS NOT A BOUNDARY SURVEY. BOUNDARY LINES SHOWN ARE AN APPROXIMATE DEPICTION OF RECORD DATA.

ONLY 6" TREES AND LARGER ARE SHOWN ON THIS DRAWING.

BM:1 SPINDLE SET IN POWER POLE LOCATED 20' WEST OF THE MAIN BUILDING ELEVATION=467.40'

BM:2 SQUARE CUT IN TOP OF CURB OF ISLAND, APPROXIMATELY 40' WEST OF SOUTH ENTRANCE DRIVEWAY. ELEVATION=465.76'

<p>305 East Huotland Dr. Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 60%;">DESCRIPTION</th> <th style="width: 20%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY					<p>0 1"</p> <p>The bar above measures one inch on the original drawing. Adjust scales accordingly.</p>	<p><b>TOPOGRAPHIC SURVEY</b> <b>DEL VALLE WELLNESS CLINIC</b></p> <p>TRAVIS COUNTY FACILITIES MANAGEMENT</p>	<p>DATE: 03-13-09 JOB NO: 12714E FILE: 12714E11.dwg</p>
	NO.	DATE	DESCRIPTION	BY								
<p><b>1</b></p> <p>1 OF 1</p>				<p><b>Exhibit A</b></p>								



**LEGEND**

- ⊙ CONTROL POINT
- ⊙ CONTROL POINT
- ⊙ TELEPHONE MANHOLE
- ⊙ WASTEWATER MANHOLE
- ⊙ ROOF DRAIN
- ⊙ TELEPHONE JUNCTION BOX
- ⊙ SPRINKLER HEAD
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ IRRIGATION VALVE
- ⊙ WASTEWATER CLEAN OUT
- ⊙ IRRIGATION CONTROL BOX
- ⊙ ELECTRIC METER
- ⊙ LIGHT POLE
- ⊙ REFLECTOR POST
- ⊙ BOLLARD
- ⊙ HOSE BIB
- ⊙ METAL POST
- ⊙ NAIL BOX
- ⊙ SIGN
- ⊙ POWER POLE
- ⊙ GUY WIRE
- ⊙ BENCH MARK
- ⊙ FINISH FLOOR
- ⊙ SPOT ELEVATION
- ⊙ CHAIN LINK FENCE
- ⊙ WIRE FENCE
- ⊙ UNDERGROUND COMMUNICATION LINE
- ⊙ UNDERGROUND TELEPHONE LINE
- ⊙ RECLAIMED WATER LINE
- ⊙ WASTEWATER LINE
- ( ) RECORD INFORMATION
- DRCT DEED RECORDS TRAVIS COUNTY, TEXAS
- OPRCT OFFICIAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- RPRCT REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- BRICK PAVER
- CONCRETE
- TREE

**TREE LIST**

- 448 28" PECAN
- 451 31" PECAN
- 452 41" PECAN
- 758 23" PECAN
- 760 18"(13,10) HACKBERRY
- 762 30" GREEN ASH
- 763 19" ARIZONA ASH
- 764 13" STUMP
- 766 16" CHINABERRY
- 767 23" CHINABERRY
- 768 12" CHINABERRY
- 1232 13" LIVE OAK
- 1233 22"(16,12) HACKBERRY
- 1430 16" SYCAMORE
- 1431 12" LIVE OAK
- 1432 21" TEXAS ASH
- 2137 6" SYCAMORE
- 2138 12"(8,7) MULBERRY
- 2139 6" HACKBERRY
- 2140 10" HACKBERRY
- 2141 28" TEXAS ASH
- 2142 19" CHINABERRY
- 2143 26"(20,12) TEXAS ASH
- 2166 20" STUMP
- 2167 22" STUMP
- 2168 19" STUMP

THE SURFACE COORDINATES SHOWN WERE MODIFIED FROM TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NAD 83 (CORS96). FOR GRID COORDINATES, DIVIDE SURFACE COORDINATES BY 1.00004. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.

VERTICAL CONTROL IS BASED ON NAVD88.

UTILITY NOTES:

THE LOCATIONS AND SIZE OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS DRAWING WERE TAKEN FROM RECORDS WHICH MAY NOT BE ENTIRELY ACCURATE AND FROM SURFACE EVIDENCE AS SURVEYED ON THE GROUND.

NOTE #1 - UTILITY LOCATION FROM 18" EFFLUENT FORCE MAIN PLANS, REF. SP-92-0223D.

EXISTING RECORDS WERE NOT AVAILABLE FROM THE FOLLOWING UTILITY PROVIDERS AT TIME OF SURVEY:

SOUTHWESTERN BELL TELEPHONE LEVEL 3 COMMUNICATIONS

THIS IS NOT A BOUNDARY SURVEY. BOUNDARY LINES SHOWN ARE AN APPROXIMATE DEPICTION OF RECORD DATA.

ONLY 6" TREES AND LARGER ARE SHOWN ON THIS DRAWING.

BM:1 SPINDLE SET IN POWER POLE LOCATED 20' WEST OF THE MAIN BUILDING ELEVATION=467.40'

BM:2 SQUARE CUT IN TOP OF CURB OF ISLAND, APPROXIMATELY 40' WEST OF SOUTH ENTRANCE DRIVEWAY. ELEVATION=465.76'

<p><b>mwm</b> Design Group</p> <p>305 East Hazelwood Dr. Suite 200 Austin, Texas 78752 P: 512.453.0757 F: 512.453.1734</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 50%;">DESCRIPTION</th> <th style="width: 10%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY					<p>0 1'</p> <p>The bar above measures one inch on the original drawing. Adjust scales accordingly.</p>	<p><b>TOPOGRAPHIC SURVEY</b> <b>DEL VALLE WELLNESS CLINIC</b></p> <p>TRAVIS COUNTY FACILITIES MANAGEMENT</p>	<p>DATE: 03-13-09 JOB NO: 12714E FILE: 12714E11.dwg</p> <p style="font-size: 24pt; font-weight: bold;">1</p> <p>1 OF 1</p>
NO.	DATE	DESCRIPTION	BY									



1" = 50'-0" 01

Exhibit C

TRAVIS COUNTY  
FACILITIES  
MANAGEMENT  
DEPARTMENT



1010 LAVACA, SUITE 400  
P.O. BOX 1748  
AUSTIN, TEXAS 78767  
PH (512) 854-9661  
FAX (512) 854-9226

WELLNESS CLINIC  
DEL VALLE

TRAVIS COUNTY, TEXAS

SHEET TITLE  
**SITE PLAN**

PROJECT NO.  
SCALE: AS NOTED  
DRAWN BY: 63  
CHECKED BY:

SHEET NUMBER  
**A1.0**

SITE PLAN



Voting Session: April 7, 2009

I. A. Request made by: Alicia Perez, Executive Manager.  
Phone number: 854-9343

B. Requested topic:  
CONSIDER AND TAKE APPROPRIATE ACTION ON  
AMENDING CHAPTER 38, LAW LIBRARY POLICIES

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- \_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_ Transfer of existing funds within or between any line item
- \_\_\_\_ Grant

- Human Resources Department (854-9165)
- \_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
- \_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
APR 7 2009



**TRAVIS COUNTY  
RECORDS MANAGEMENT & COMMUNICATION RESOURCES**

---

314 West 11th Street , Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575  
Fax: 854-4560

**MEMORANDUM**

**DATE:** March 30, 2009

**TO:** Members of the Commissioners Court

**FROM:** Steven Broberg, Director of RMCR

**VIA:** Alicia Perez, Executive Manager

**SUBJECT:** Amendment to Law Library Policies, Chapter 38

**Proposed Motion:**

CONSIDER AND TAKE APPROPRIATE ACTION ON  
AMENDING CHAPTER 38, LAW LIBRARY POLICIES.

**Summary and Staff Recommendation:**

Records Management recommends amendment of the Law  
Library policies to:

1. Designate use of legal research computers [38.002(b)(1)] and  
general use computers [38.002(b)(2)].
2. Restrict entry by public into staff-only areas [38.002(g)].

3. Specify that children may not be left unattended for more than 15 minutes [38.002(g)].
4. Limit size of baggage brought into to the library to 18x18x10 inches [38.002(j)(2)].
5. Specify that patrons may not leave belongings unattended for more than 30 minutes or after 5 p.m. [38.002(j)(3)].
6. Address patron behavior issues of spitting and tobacco use [38.002(k)&(l)].
7. Add language on compliance and violation of policies and requiring library staff to post policy (38.004 to 38.006).
8. Specify that the Law Library “shall” (not “may”) restrict access and use of its services to patron who:
  - (a) fail to return check-out books [38.002(c)(2)] or
  - (b) remove books without checking them out [38.002(c)(4)],  
or
  - (c) violate laws and policy (38.004 to 38.005).

### **Budget and Fiscal Impact:**

None.

### **Issues and Opportunities:**

It has been discussed that patrons whose baggage exceeds the size limits may be offered the opportunity to check the baggage with a building attendant or security guard once one is hired and the security booth enlarged.

### **Computer Amendments**

- (a) The amended policies provides for two types of computer use:

- (1) "Legal research computers" are restricted to legal research use but use is limited to two hours per day.
  - (2) "General use computers" may be used for purposes other than legal research and do not have time limits.
- (b) The Law Library charges \$.20 per page for print outs. Section 38.002 (b)(3) allows the library to restrict printing by patrons who have accumulated \$5 of unpaid printing charges.

### Non-Computer Amendments

The proposed amendments also place restrictions on non-computer patron behavior.

- (a) Section 32.002 limits patron access to only the public areas of the library and specifies that staff offices are not public areas.
- (b) Section 38.003 (j) explains that personal belongings left unattended for 30 minutes or more will be placed in the custody of security and that patrons may not bring baggage larger than a 18"x18"x10" into the Law Library.
- (c) Section 38.003 (k) and (l) addresses the issue of tobacco use and spitting in the Law Library.
- (d) The last amendment, section 38.006, requires the library to notify patrons of this policy by posting it in the library, on its webpage, and on an entry screen for patrons accessing the computers.

## **Background:**

Both the computer and non-computer amendment are being added to address patron behavior the library has experienced since the Law Library policies were first adopted in February 2008.

It is a common practice of libraries to use time limits to ensure equitable access to computers. The Austin Public Library offers two hours. The State Law Library offers 90-minute computers and 15-minute computers depending on the need. UT's Tarlton Law Library allows public access to its computers for one hour.

## **Required Authorization:**

County Attorney's Office

## **Exhibits:**

Red-lined Chapter 38

Accepted Red-Line Chapter 38

Order adopting amendment

CHAPTER 38. LAW LIBRARY

- § 38.001 General Information
- § 38.002 Services
- § 38.003 Environment
- § 38.004 Compliance with Laws; Violations
- § 38.005 Application of and Enforcement of Policy
- § 38.006 Posting of Library Policy

Deleted: Application of Policy

§ 38.001 General Information

The Law Library is intended for use by persons engaged in law-related research. The purpose of this policy is to ensure that Law Library patrons are provided a pleasant atmosphere which facilitates the performance of legal research.

§ 38.002 Services

(a) **Intent to utilize resources.** Patrons shall be engaged in activities associated with the use of a public law library while in the Law Library. Patrons not engaged in reading, studying, or using Law Library materials may be required to leave the Law Library.

(b) **Computer use.**

(1) Use of Legal Research Computers.

(A) The Law Library provides computers to aide patrons in their legal research. Use of the computers to play games, view pornography, or for other non-law related uses is not allowed and may lead to the patron being asked to leave or restricted from using the computers.

(B) Designated computers. Computers designated as "Lexis-dedicated" or "Westlaw-dedicated" may be used solely for the purpose of conducting legal research using those proprietary tools. Patrons who are not attorneys, legal professionals or law students may be required to have a Law Library staff assist them in accessing and using online databases and/or conducting legal research.

(2) Use of General Use Computers: Computers labeled "General Use" may be used for non-legal research purposes for up to two (2) hours per day. Use of the computers to view pornography may lead the patron to being asked to leave or restricted from using the computers.

(3) Patrons who use the Law Library printers will be charged \$ .20 per printed page. If a patron has accumulated unpaid printing charges amounting to \$5.00 or more, the patron shall be restricted from printing until such time as the overdue sum is paid in full.

(4) Computer use log: Law Library staff may maintain an electronic log of patron use of computers and internet access.

Deleted: research

Formatted: Indent: Left: 0.75", Hanging: 0.25"

Formatted: Indent: Left: 1", Hanging: 0.25", Tabs: 1.25", Left

Formatted: Default, Indent: Left: 1", Hanging: 0.25", Space After: 0 pt, Line spacing: single, Hyphenate, Tabs: 1.25", Left + Not at 0"

Formatted: Font: (Default) Times New Roman, 12 pt

(c) **Circulation of Materials.**

(1) The Law Library circulates materials to patrons who are current members of the

Formatted: Font: (Default) Times New Roman, 12 pt

State Bar of Texas and who present a valid membership card.

(2) The Law Library shall, discontinue circulating materials to patrons who fail to return materials.

Deleted: may

(3) Materials may be checked out for three business days. Materials marked "Reference" or "Library Use Only" may not be circulated.

(4) Patrons who remove materials from the library without checking the materials out shall be asked to leave and restricted from returning.

Deleted: may

(d) **Fax Services.** The Law Library takes reasonable steps to protect the confidentiality and privacy of faxes sent from the Law Library. However, if it comes to the attention of Law Library staff that a patron is sending faxes that, in the reasonable opinion of Law Library staff, are threatening in nature, the Law Library may discontinue providing the fax service to that patron permanently. All patron faxes will contain a cover sheet with this disclaimer:

"The information contained on the attached pages, which are being transmitted by a fax machine located in a Travis County Law Library, has been prepared, assembled, and compiled by a private citizen acting in his/her own capacity, without the control, direction, endorsement, sponsorship or control of Travis County. Travis County and the Law Library staff make no representation or warranty, express or implied, or assume any legal liability or responsibility for the contents of the information contained on these pages, nor for the accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any such information. Travis County, and its officials, agents and employees shall not be liable for any loss or injury, however arising, resulting in whole or in part from the use of any information contained in the information being transmitted or from any reliance placed thereon."

(e) **Equipment.** Patrons shall not attempt to make repairs to Law Library computers or equipment. Patrons should instead ask staff for assistance.

(f) **Telephones.** The Law Library provides a public access telephone for use by patrons. Calls shall be limited to a maximum of 10 minutes.

(g) **Restricted Areas.** Only public areas of the Law Library may be accessed by patrons. Patrons are restricted from entering: the Book Processing Room, Law Librarian offices, the corridor connecting the Law Library to RMCR offices, the area behind the Front Desk, and Copy Rooms.

Formatted: Default, Space After: 0 pt, Line spacing: single, Hyphenate, Tabs: Not at 0.5"

### § 38.003 Environment

Formatted: Font: (Default) Times New Roman, 12 pt

(a) **Disruptive behavior.** Patrons shall respect the rights of other patrons. Patrons shall not harass or annoy other patrons, or otherwise behave in a manner which may be reasonably expected to disturb others.

(b) **Theft and vandalism.** Patrons shall not write in, damage, remove pages, or mark on Law Library books or other Law Library property.

(c) **Noise.** To avoid disturbing other Law Library patrons, patrons shall observe silence except when requesting assistance from the reference desk staff. Noise and loud or profane language will not be tolerated. Patrons who need to converse must do so quietly so as not to disturb others.

(d) **Solicitation.** Selling and solicitation are prohibited in the Law Library.

(e) **Sleeping.** Sleeping is prohibited in the Law Library.

- (f) **Eating.** Eating is prohibited in the Law Library. Beverages are permitted except in the computer area.
- (g) **Children.** Unattended children are not allowed in the Law Library. In the event that a child is left unattended for more than 15 minutes, Law Library staff shall notify the Travis County Sheriff's Office. Any adult who brings a child into the Law Library must supervise and monitor the child's behavior at all times.
- (h) **Cell phones.** Because ring tones can be loud, patrons' cell phones should be set to "vibrate" or turned off. Any calls should be made outside the Law Library as telephone conversations may disrupt the concentration of other patrons. Patrons who receive a cell phone call should step into the hall to hold the conversation.
- (i) **Laptop computers.** Laptops may be plugged in to draw AC power. The volume on all laptops must be set to "mute."
- (j) **Baggage.**
  - (1) Patrons' personal belongings should fit neatly under the table and may not take up so much space as to deny other patrons a seating opportunity at the same table.
  - (2) Suitcases, bedrolls, and blankets are not permitted in the Law Library. Bags larger than 18"x18"x10" (eighteen inches x eighteen inches x ten inches) are not permitted in the Law Library.
  - (3) Patrons may not leave belongings unattended for more than 30 minutes or after 5:00 p.m. Law Library staff may remove the belongings left unattended more than 30 minutes and place them in the custody of County security personnel. Arranging for the retrieval of such belongings shall be the sole responsibility of the patron.
- (k) **Hygiene.** Any patron, as well as the personal belongings of any patron, emanating an odor (including perfume) constituting a nuisance to other patrons and is detectable from more than eight (8) feet away may be asked to leave the library until the situation can be corrected. No spitting, cursing or other acts or behavior considered offensive in the reasonable opinion of Law Library staff will be permitted.
- (l) **Smoking.** No smoking or use of tobacco products is permitted in the Law Library at any time.

Formatted: Indent: Left: 0.5", Hanging: 0.25"

Formatted: Indent: Left: 0.5", Hanging: 0.25", No bullets or numbering, Tabs: 0.75", Left + Not at 0.5"

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Default, Space After: 0 pt, Line spacing: single, Hyphenate, Tabs: Not at 0"

#### **§38.004 Compliance with Laws; Violations**

- (a) Patrons shall comply with all federal, state and local laws, rules, regulations and ordinances while in the Law Library, including without limitation:
  - (1) copyright, trademark and other intellectual property laws governing access, use, duplication, manipulation, distribution or other handling of materials located in the Law Library or materials accessed through Law Library resources;
  - (2) privacy and/or confidentiality laws applicable to electronic communications, cable and video technology and the internet; and
  - (3) laws prohibiting cybersquatting, dilution, deceptive trade practices, unfair competition, and unlawful electronic or computer information transactions.
- (b) Patrons who violate any such laws shall be asked to leave the Law Library and may be restricted from returning.

**§ 38.005 Application and Enforcement of Policy**

Deleted: 4

Any violation of this policy shall result in the responsible patron being asked to leave the Law Library until such time as the patron, in the reasonable opinion of Law Library staff, is able to demonstrate an ability and willingness to comply with this policy. Law Library staff maintains an "incident log" in which all violations of this policy are recorded. Patrons who repeatedly violate this policy may be subject to additional Law Library access restrictions and/or restrictions on use of Law Library resources.

Deleted: may

**§ 38.006 Posting of Law Library Policy**

For patrons' information and convenience, a copy of this policy shall be posted in the Law Library, on the Travis County Law Library webpage, and on the entry screens of all Law Library computers.

## CHAPTER 38. LAW LIBRARY

- § 38.001 *General Information*
- § 38.002 *Services*
- § 38.003 *Environment*
- § 38.004 *Compliance with Laws; Violations*
- § 38.005 *Application of and Enforcement of Policy*
- § 38.006 *Posting of Library Policy*

### § 38.001 General Information

The Law Library is intended for use by persons engaged in law-related research. The purpose of this policy is to ensure that Law Library patrons are provided a pleasant atmosphere which facilitates the performance of legal research.

### § 38.002 Services

- (a) **Intent to utilize resources.** Patrons shall be engaged in activities associated with the use of a public law library while in the Law Library. Patrons not engaged in reading, studying, or using Law Library materials may be required to leave the Law Library.
- (b) **Computer use.**
  - (1) Use of Legal Research Computers.
    - (A) The Law Library provides computers to aide patrons in their legal research. Use of the computers to play games, view pornography, or for other non-law related uses is not allowed and may lead to the patron being asked to leave or restricted from using the computers.
    - (B) Designated computers. Computers designated as "Lexis-dedicated" or "Westlaw-dedicated" may be used solely for the purpose of conducting legal research using those proprietary tools. Patrons who are not attorneys, legal professionals or law students may be required to have a Law Library staff assist them in accessing and using online databases and/or conducting legal research.
  - (2) Use of General Use Computers: Computers labeled "General Use" may be used for non-legal research purposes for up to two (2) hours per day. Use of the computers to view pornography may lead the patron to being asked to leave or restricted from using the computers.
  - (3) Patrons who use the Law Library printers will be charged \$ .20 per printed page. If a patron has accumulated unpaid printing charges amounting to \$5.00 or more, the patron shall be restricted from printing until such time as the overdue sum is paid in full.
  - (4) Computer use log: Law Library staff may maintain an electronic log of patron use of computers and internet access.
- (c) **Circulation of Materials.**
  - (1) The Law Library circulates materials to patrons who are current members of the State Bar of Texas and who present a valid membership card.
  - (2) The Law Library shall discontinue circulating materials to patrons who fail to

return materials.

- (3) **Materials** may be checked out for three business days. Materials marked "Reference" or "Library Use Only" may not be circulated.
- (4) **Patrons** who remove materials from the library without checking the materials out shall be asked to leave and restricted from returning.
- (d) **Fax Services.** The Law Library takes reasonable steps to protect the confidentiality and privacy of faxes sent from the Law Library. However, if it comes to the attention of Law Library staff that a patron is sending faxes that, in the reasonable opinion of Law Library staff, are threatening in nature, the Law Library may discontinue providing the fax service to that patron permanently. All patron faxes will contain a cover sheet with this disclaimer:

"The information contained on the attached pages, which are being transmitted by a fax machine located in a Travis County Law Library, has been prepared, assembled, and compiled by a private citizen acting in his/her own capacity, without the control, direction, endorsement, sponsorship or control of Travis County. Travis County and the Law Library staff make no representation or warranty, express or implied, or assume any legal liability or responsibility for the contents of the information contained on these pages, nor for the accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any such information. Travis County, and its officials, agents and employees shall not be liable for any loss or injury, however arising, resulting in whole or in part from the use of any information contained in the information being transmitted or from any reliance placed thereon."
- (e) **Equipment.** Patrons shall not attempt to make repairs to Law Library computers or equipment. Patrons should instead ask staff for assistance.
- (f) **Telephones.** The Law Library provides a public access telephone for use by patrons. Calls shall be limited to a maximum of 10 minutes.
- (g) **Restricted Areas.** Only public areas of the Law Library may be accessed by patrons. Patrons are restricted from entering: the Book Processing Room, Law Librarian offices, the corridor connecting the Law Library to RMCR offices, the area behind the Front Desk, and Copy Rooms.

### § 38.003 Environment

- (a) **Disruptive behavior.** Patrons shall respect the rights of other patrons. Patrons shall not harass or annoy other patrons, or otherwise behave in a manner which may be reasonably expected to disturb others.
- (b) **Theft and vandalism.** Patrons shall not write in, damage, remove pages, or mark on Law Library books or other Law Library property.
- (c) **Noise.** To avoid disturbing other Law Library patrons, patrons shall observe silence except when requesting assistance from the reference desk staff. Noise and loud or profane language will not be tolerated. Patrons who need to converse must do so quietly so as not to disturb others.
- (d) **Solicitation.** Selling and solicitation are prohibited in the Law Library.
- (e) **Sleeping.** Sleeping is prohibited in the Law Library.
- (f) **Eating.** Eating is prohibited in the Law Library. Beverages are permitted except in the computer area.

- (g) **Children.** Unattended children are not allowed in the Law Library. In the event that a child is left unattended for more than 15 minutes, Law Library staff shall notify the Travis County Sheriff's Office. Any adult who brings a child into the Law Library must supervise and monitor the child's behavior at all times.
- (h) **Cell phones.** Because ring tones can be loud, patrons' cell phones should be set to "vibrate" or turned off. Any calls should be made outside the Law Library as telephone conversations may disrupt the concentration of other patrons. Patrons who receive a cell phone call should step into the hall to hold the conversation.
- (i) **Laptop computers.** Laptops may be plugged in to draw AC power. The volume on all laptops must be set to "mute."
- (j) **Baggage.**
  - (1) Patrons' personal belongings should fit neatly under the table and may not take up so much space as to deny other patrons a seating opportunity at the same table.
  - (2) Suitcases, bedrolls, and blankets are not permitted in the Law Library. Bags larger than 18"x18"x10" (eighteen inches x eighteen inches x ten inches) are not permitted in the Law Library.
  - (3) Patrons may not leave belongings unattended for more than 30 minutes or after 5:00 p.m. Law Library staff may remove the belongings left unattended more than 30 minutes and place them in the custody of County security personnel. Arranging for the retrieval of such belongings shall be the sole responsibility of the patron.
- (k) **Hygiene.** Any patron, as well as the personal belongings of any patron, emanating an odor (including perfume) constituting a nuisance to other patrons and is detectable from more than eight (8) feet away may be asked to leave the library until the situation can be corrected. No spitting, cursing or other acts or behavior considered offensive in the reasonable opinion of Law Library staff will be permitted.
- (l) **Smoking.** No smoking or use of tobacco products is permitted in the Law Library at any time.

#### **§38.004 Compliance with Laws; Violations**

- (a) Patrons shall comply with all federal, state and local laws, rules, regulations and ordinances while in the Law Library, including without limitation:
  - (1) copyright, trademark and other intellectual property laws governing access, use, duplication, manipulation, distribution or other handling of materials located in the Law Library or materials accessed through Law Library resources;
  - (2) privacy and/or confidentiality laws applicable to electronic communications, cable and video technology and the internet; and
  - (3) laws prohibiting cybersquatting, dilution, deceptive trade practices, unfair competition, and unlawful electronic or computer information transactions.
- (b) Patrons who violate any such laws shall be asked to leave the Law Library and may be restricted from returning.

**§ 38.005 Application and Enforcement of Policy**

Any violation of this policy shall result in the responsible patron being asked to leave the Law Library until such time as the patron, in the reasonable opinion of Law Library staff, is able to demonstrate an ability and willingness to comply with this policy. Law Library staff maintains an "incident log" in which all violations of this policy are recorded. Patrons who repeatedly violate this policy may be subject to additional Law Library access restrictions and/or restrictions on use of Law Library resources.

**§ 38.006 Posting of Law Library Policy**

For patrons' information and convenience, a copy of this policy shall be posted in the Law Library, on the Travis County Law Library webpage, and on the entry screens of all Law Library computers.

ORDER OF THE TRAVIS COUNTY  
COMMISSIONERS COURT  
AMENDING CHAPTER 38. LAW LIBRARY

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code, it is ORDERED that the Travis County Code is amended by amending Chapter 38, the Law Library policy.

Date of Order: \_\_\_\_\_

Travis County  
Commissioners Court

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

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Karen Huber  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gómez  
Commissioner, Precinct 4

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

12 ✓

Voting Session: April 7, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING FACILITIES MANAGEMENT DEPARTMENT RESPONSE TO THE DECEMBER 15, 2008 GRIEVANCE PANEL RECOMMENDATIONS. (EXECUTIVE SESSION – NOTE 3 GOV CODE ANNOTATED 551.074)

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

**AGENDA REQUEST INFORMATION:**

- **Session/Date:** Voting Session: April 7, 2009
- **Requested Action:** Consider and Take Appropriate Action on Travis County's Drought Disaster Declaration and Letter to the Governor Requesting State Assistance Due to Ongoing Drought Conditions

---

**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:** Travis County and other Central Texas counties are currently experiencing extreme and exceptional drought conditions. The drought conditions started in 2007 and have continually gotten worse with the significant deficit of rainfall. According to the U.S. Drought Index, Travis County drought category is classified as Exceptional and is forecasted to "Persist". The significant lack of moisture has not only increased the threat of wildland fires, it has had a major impact on the agricultural community. The Farm Service Agency (FSA) estimated that Travis County has lost at least thirty percent of the winter oats that were planted for grazing. The FSA has submitted a Flash Situation Report to the U.S. Department of Agriculture indicating the drought conditions are continuing and have severely impacted agriculture production. The FSA is currently developing a Damage Assessment Report that will provide additional information on the drought impacts on Travis County. The Governor of Texas has sent a request for a Federal Disaster Declaration to the President of the United States who has forwarded it to the U.S. Department of Agriculture for review and recommendation. By signing the Disaster Declaration and a Letter Requesting Assistance, Travis County will be in a position to receive help for the agriculture community if the request is granted. Under Chapter 418 of the Government Code, the County Judge has the authority to sign a Disaster Declaration which is in effect for seven days and then must be ratified by the governing body to continue. In a meeting last week with the Texas Agrilife Extension Service and FSA, it was decided to recommend a Disaster Declaration and Request for Assistance be signed and sent to the State in order to emphasize the drought conditions and be in a position to receive State and/or Federal help if made available. The amount and type of assistance will be determined if a Federal Declaration is issued. It is possible that financial assistance in the form of low interest loans could be made available. The Agrilife Extension Service and Travis County Office of Emergency Management recommend approving the Disaster Declaration and Request for Assistance.

April 7, 2009

The Honorable Rick Perry  
Governor of Texas  
c/o State Coordinator  
Governor's Division of Emergency Management  
P.O. Box 4087  
Austin, Texas 78733-0001

Dear Governor Perry:

Travis County, Texas, is facing significant threats to life, health and property due to:

- Severe and prolonged drought conditions.
- The imminent threat of continued severe drought conditions.
- The inability of Travis County to fully assess drought related damages and to promulgate a comprehensive plan for relief, mitigation and recovery from the drought conditions.

The potential impact of this threat is:

Extraordinary economic losses to the agricultural community in Travis County including but not limited to hay, cattle/livestock and row crop producers and the inability or the limited ability for recovery from such losses.

I have determined that this incident is of such severity and magnitude that an effective response is beyond the capability of Travis County to control. Pursuant to § 433.001 of the Texas Government Code, I am requesting that you declare a state of emergency for Travis County, Texas, and issue appropriate directive to deal with the emergency.

Furthermore, I am asking that successive proclamations be issued and remain in effect until the threat of agriculture economic loss, social consequences, quality of life in our rural community, livestock injury or damage to property are contained, mitigated and restored.

Sincerely,

---

Samuel T. Biscoe  
Travis County Judge

## **TRAVIS COUNTY DISASTER DECLARATION**

**WHEREAS**, the County of Travis on the 7<sup>th</sup> day of April, 2009 has suffered widespread or severe damage and loss of property resulting from the effects of ongoing drought conditions; and

**WHEREAS**, such drought conditions are classified as 'exceptional' by the U.S. Drought Monitor; and

**WHEREAS**, the County Judge of Travis County has determined that extraordinary measures must be taken to alleviate the suffering of people and livestock, to protect or rehabilitate property, and restore or maintain the economic framework of our agricultural community.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF TRAVIS COUNTY, TEXAS:**

Section 1. That a local state of disaster is declared for the County of Travis, pursuant to Chapter 418.108(a) of the Texas Government Code.

Section 2. Pursuant to Chapter 418.018 (b) of the Government Code, the state of disaster shall continue for a period of not more that seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Travis County.

Section 3. Pursuant to Chapter 418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed with the County Clerk of Travis County.

Section 4. Pursuant to Chapter 418.018 (d) of the Government Code, this declaration of a local state of disaster activates the Travis County Emergency Management Plan.

Section 5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 7<sup>th</sup> day of April, 2009.

---

Samuel T. Biscoe, County Judge  
County of Travis, Texas

FILED IN THE OFFICE OF  
THE TRAVIS COUNTY CLERK

---

Dana DeBeauvoir, County Clerk

Date: \_\_\_\_\_

AGENDA REQUEST

Last Updated 4-2-09 at 4:55pm

VS #

14

RECEIVED  
COUNTY JUDGE'S OFFICE  
04/07/2009

09 MAR 30 PM 1:02

- Please consider the following item for voting session
- I. A. Request made by: Commissioner Ron Davis  
Phone No. 854-9111
  - B. Requested Text: **Consider and take appropriate action on request to Texas AgriLife Extension Service in Travis County to coordinate a Study of Drought Impacts on Travis County Farmers and Ranchers.**
  - C. Approved by:   
Signature of Commissioner (Ron Davis, Commissioner, Pct. 1)
  - II. A. Is backup material attached\*: YES X NO

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

- B. Have the agencies affected by this request been invited to attend the Voting Session? YES X NO

Please list those contacted and their phone numbers:  
**Robert Richter – 854-9600**

III. PERSONNEL

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

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior 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.

# Ron Davis - Re: Fwd: Agenda Language for Study

Last Updated 4-2-09 at 4:55pm

**From:** "Robert Richter"  
**To:**  
**Date:** 3/27/2009 3:59 PM  
**Subject:** Re: Fwd: Agenda Language for Study  
**CC:** , "Brad Pierce"

---

Commissioner Davis,

I am back in the office from our Extension Conference and wanted to get you some information before Monday in response to your request. Here is language that would be most appropriate if the court wishes to pursue the drought effects study:

**Consider and take appropriate action on request to Texas AgriLife Extension Service in Travis County to coordinate a Study of Drought Impacts on Travis County Farmers and Ranchers.**

I have a meeting scheduled on Monday at 1 p.m. with Brad Pierce (our Agriculture agent in the Extension Office), Pete Baldwin from Travis County Department of Emergency Services, and our local representative from the Farm Services Agency (the Federal group that works to gather farm related data). We are going to discuss how such information might be gathered and begin to put together a plan should the court decide to ask for us to take the next step.

I have also been in contact with Andy Vestal at A&M who heads up our Texas AgriLife Extension Emergency Management team to solicit their expertise and assistance in this effort as well.

Bastrop County recently went through the process of Declaring a Disaster and requesting the governor's office to declare a state of emergency for Bastrop County. I have copies of these proclamations and letters should our Travis County Court wish to have a copy.

Commissioner Eckhardt's office has expressed interest in being kept informed of the progress as we meet with Pete Baldwin next week so I am copying her on this e-mail.

Please let me know if you have any questions or if we can be of further assistance.

Sincerely,  
Skip

Robert "Skip" Richter  
County Extension Director  
Texas AgriLife Extension Service  
Travis County  
1600-B Smith Rd.  
Austin, Texas 78721  
(512) 854-9600  
(512) 854-9611 fax  
[rrichter@ag.tamu.edu](mailto:rrichter@ag.tamu.edu)  
<http://travis-tx.tamu.edu/>



*Improving Lives. Improving Texas.*



4-2-09 at 4:55pm

# TRAVIS COUNTY PURCHASING OFFICE

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

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

15

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

*Cyd V. Grimes 4/1/09*

**Voting Session:** ~~Tuesday, March 31, 2009~~ *April 7<sup>th</sup>*

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS080190RE, EVERGREEN SOLUTIONS LLC., FOR COMPENSATION ANALYSIS SERVICES. (HR)

(UPDATED)  
Back-up

**Points of Contact:**

- Purchasing:** Rebecca Gardner
- Department:** HR, Linda Moore Smith, Director
- County Attorney (when applicable):** Barbara Wilson
- 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 procurement action met the compliance requirements as outlined by statutes.
- Through this contract, Evergreen Solutions, LLC provides compensation analysis of jobs within Travis County. The primary focus of the study is to validate market salary data and to determine compensation levels that are competitive based on skills, effort, work conditions and responsibility.
- This modification number 3 increases the contract from \$37,400.00 to \$52,400.00, an increase of \$15,000.00. The scope of services is amended to include meeting facilitation services for the Travis County Compensation Committee.
- Modification number 2 increased the contract funds from \$12,900.00 to \$37,400.00, an increase of \$24,500.00. The scope of services was amended to include compensation analysis for the Information Technology job family.
- Modification number 1 increased the contract funds from \$11,250.00 to \$12,900.00, an increase of \$1,650.00.
- **Contract Expenditures:** In the past five months \$37,400.00 has been spent against this contract.
- **Contract-Related Information:**
  - Award Amount: \$11,250.00
  - Contract Type: Professional Services

Contract Period: March 18, 2008-January 31, 2009

➤ **Contract Modification Information:**

Modification Amount: \$15,000.00

Modification Type: Bilateral

Modification Period: March 18, 2008-September 30, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 464567

Funding Account(s): 00111205224007

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified X Not Verified \_\_\_ by Auditor.



## Human Resources Management Department

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

**VOTING SESSION 3/31/09**

**Agenda Item # 21**

### MEMORANDUM

TO: Members of the Commissioners Court  
VIA: Alicia Perez, Executive Manager, Administrative Operations   
FROM: Linda Moore Smith, Director, Human Resources Management Department  
SUBJECT: Evergreen Solutions Contract – Supplemental Information  
CC: Purchasing, Marvin Brice

APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS080190RE, EVERGREEN SOLUTIONS, LLC FOR COMPENSATION ANALYSIS SERVICES.

#### SUPPLEMENTAL INFORMATION:

Discussions with the Commissioners Court about formulating a Compensation Committee resulted in a modification to an existing Evergreen Solutions Contract. The engagement of Evergreen is a result of the Court's decision to continue with the FY 09 Market Salary Study, while simultaneously creating a Compensation Committee for input on the current compensation system and policies.

Contract Modification No. 3 was executed to supplement HRMD Staff resources to achieve the Court's short and long-term objectives for the Compensation Committee. It was confirmed that HRMD had sufficient salary savings to fund the contract.

The primary focus of the contract modification is for Evergreen Solutions to provide meeting facilitation services which include the following ....

- Facilitate ten (10) 2-hour Compensation Committee Meetings (29 Stakeholders)
- Provide direct access to Committee Members for input, questions, suggestions
- Share expertise on compensation systems and models at local, regional, national levels
- Research, analyze and report to Compensation Committee on issues and opportunities
- Assist Committee to formulate its Compensation System recommendations
- Analyze Compensation Committee recommendations
- Present Progress Reports to the Commissioners Court
- Draft policy statements for Courts Consideration, in conjunction with Compensation Committee

Should you have questions, call Linda at 49170 or Alicia at 49342.



Printed 4-2-09 at 4:55pm

## Human Resources Management Department

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

### MEMORANDUM

RECEIVED  
TRAVIS COUNTY  
2009 FEB 24 PM 4:51  
PURCHASING  
OFFICE

DATE: February 6, 2009

TO: Cyd Grimes, County Purchasing Agent  
Rebecca Gardner, Purchasing Agent Assistant

FROM: Linda Moore Smith, Director, Human Resources Management Department 

SUBJECT: Request to Modify Contact No. PS080190RE, Evergreen Solutions

CC: Alicia Perez, Executive Manager, Administrative Operations

The purpose of this memo is to request a third modification (Modification #3) to Contract Number PS080190RE – Compensation Analysis, which is awarded to Evergreen Solutions, LLC.

On February 3, 2009, the Commissioners Court created an Ad Hoc Compensation Committee. The objectives and charge of the Committee are to address both short and long term compensation issues and to make policy recommendations. During the Court's discussion, the Human Resources Department was authorized to pursue modifying Evergreen's current contract.

In general, Evergreen Solutions, LLC is to perform meeting facilitation services for the Travis County Compensation Committee. The rate per meeting will be \$1,500. The expected number of meetings is to be 10, meaning a total amount for the facilitation services will be \$15,000. All expenses including travel, lodging, meals and meeting materials will be borne by Evergreen Solutions as part of the fixed meeting cost. See attached Scope of Work and Timetable.

Please initiate the modification of this contract through September 30, 2009. The contract will continue to be funded from account number 001-1120-522-4007.

Should you have questions, I may be reached at extension 4-9170.

TRAVIS COUNTY  
Purchase Requisition

Number . . . . . Last Updated 4-2-09 at 4:55pm: 0000464567  
 Type . . . . . 1 PURCHASE REQUISITION  
 Status . . . . . READY FOR BUYER PROCESS  
 Reason . . . . . COMPENSATION ANALYSIS AND COMMITTEE FACILITATION  
 By . . . . . THELMA RILEY EXT. 44825  
 Date . . . . . 2/23/09  
 Vendor . . . . . 71208 EVERGREEN SOLUTIONS  
 Contract nbr . . . . .  
 Ship to . . . . . HR HUMAN RESOURCES MGT.  
 Deliver by date . . . . . 2/23/09  
 Buyer . . . . . RE REBECCA GARDNER  
 Fiscal year code . . . . . C C=Current year, P=Previous year, F=Future year

Type options, press Enter.  
 5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	15000.00		DOL PROFESSIONAL CONSULTING SERVICES - MODIFICATION #3

Total: 15000.00  
 F9=Print

F3=Exit F7=Alternate view  
 F10=Approval info F12=Cancel F20=Comments

**Purchase Requisition - Item Information**

Last Updated 4-2-09 at 4:55pm

```

Line number . . . . . 1
Item desc . . . . . PROFESSIONAL CONSULTING SERVICES - MODIFICATION #3
Vendor part # . . . . .
Commodity . . . . . 918 CONSULTING SERVICES
Sub-com . . . . . 085 PERSONNEL/EMPLOYMENT
Item # . . . . .
Ship to . . . . . HR HUMAN RESOURCES MGT.
Quantity . . . . . 15,000.00
Order UOM . . . . . DOL DOLLAR
Cost code . . . . . N NOT APPLICABLE
Unit cost . . . . . 1.0000
Account # . . . . . 00111205224007
Project . . . . .
Purchase order . . . . .

```

**Press Enter to continue.**

**F8=Extended Description F12=Cancel**

**F14=Work orders**

**MODIFICATION OF CONTRACT NUMBER: PS080190RE-Compensation Analysis**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST. <b>Rebecca Gardner</b> TEL NO: (512) 854-9700 FAX NO: (512) 854-9183	DATE PREPARED: <b>February 25, 2009</b>
ISSUED TO: Evergreen Solutions LLC 2852 Remington Green Circle Suite 101 Tallahassee, Florida 32308	MODIFICATION NO: <b>2009 MAR 16 AM 10: 57</b>  <b>PURCHASING OFFICE</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>March 18, 2008</b>
ORIGINAL CONTRACT TERM DATES: <u>March 18, 2008-January 31, 2009</u> CURRENT CONTRACT TERM DATES: <u>March 18, 2008-September 30, 2009</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$11,250.00 Current Modified Amount \$52,400.00

**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.

**Recitals**

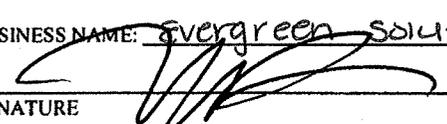
County ordered this contract exempts as a contract for professional services and entered into a contract with Evergreen Solutions LLC. The contract was modified to increase the compensation and the number of presentations by Evergreen Solutions LLC and to add an analysis of the information technology jobs and compensation to the services provided. Additional services to facilitate meetings of the Travis County Compensation Committee will be added with this modification number 3.

**Agreement**

County and Evergreen Solutions LLC now modify the contract as follows:

- 6.1 **Fees.** In consideration of the satisfactory performance of the services described in Attachment A Work Statement and Fee Schedule by CONTRACTOR, COUNTY shall pay CONTRACTOR in accordance with the Pay Schedule section VI. provided in Attachment A to the contract and made a part hereof. In consideration of the satisfactory performance of the services described in Attachment F Scope of Work and Timetable by CONTRACTOR attached to this modification COUNTY shall pay CONTRACTOR in accordance with the Pay Schedule section VI. provided in Attachment A and made a part hereof. The contract is increased from \$37,400.00 to \$52,400.00, an increase of \$15,000.00.
- Section 15.2 is deleted and the following Section 15.2 is inserted in its place:  
 15.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.
  - 15.2.1 Attachment A – Scope of Services and Fee Schedule
  - 15.2.2 Attachment B – Insurance Requirements
  - 15.2.3 Attachment C – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons  
Exhibit 2 – Disclosure
  - 15.2.4 Attachment D – Conflict of Interest Questionnaire
  - 15.2.5 Attachment E – Scope of Services, Deliverables, Fees and Timetable (Modification No. 2)
  - 15.2.6 Attachment F- Scope of Work and Time Table (Modification No. 3)

**Note to Vendor/City:**  
 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>Evergreen Solutions LLC</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Jeff Ling</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Executive Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3.11.09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. GRIMS, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>3/24/09</u>

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

**ATTACHMENT F****Contract No. PS080190RE – Modification 3 - Evergreen Solutions LLC****SCOPE OF WORK AND TIMETABLE**

<b>DURATION</b>	<b>\$1,500 PER MEETING</b>	<b>SCOPE OF WORK</b>
1-day	1	Convene Committee, Establish Procedural Rules, Narrow scope of issues
End of February		Evergreen releases findings on Classified Pay Scale
1-day	2	Committee addresses Evergreen findings and resolves any Pay Scale issues. Provides competitive Classified Pay Scale for FY 09 Market Study
Mid-03/09		Evergreen presents research on issues from Meeting 1. This serves as a primer for rest of discussions
1-day	3	Focus on Compensation Philosophy – “Big Picture” meeting
1-day	4	Focus on Market Studies (3 year cycle vs. 1 year cycle, nature of implementation)
After 03/30 Meeting 4		Committee Issues Progress Report
1-day	5	Focus on COLAs and Pay for Performance (addresses progression through the range issues)
1-day	6	Focus on implementation and funding issues. Draft recommendations for FY 2010
After 04/29 Meeting 6		Committee reports out recommendations that impact FY 2010. Evergreen drafts position paper on recommendations
1-day	7	Committee Recommendations and Evergreen response to Commissioner Court
1-day	8	Reconvene committee to draft policy statements for Commissioner Court adoption
1-day	9	Carryover of June 3, 2009 draft policy statements
1-day	10	Final meeting prior to submission of policy changes
<b>TOTAL</b>	<b>\$15,000</b>	<b>Ten 1-day Meetings @ \$1,500 Each</b>



# TRAVIS COUNTY PURCHASING OFFICE

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

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

16  
B

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

*Cyd V. Grimes 4/1/09*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION:** DECLARE LISTING OF EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS)

**Points of Contact:**

**Purchasing:** Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The court will note that some of the items on the list have purchase dates of 1984 through 2009 with an acquisition method of F/A which means "Found At Inventory". That does not necessarily mean the items were bought during those years and now they are no longer useable. In nearly every case, the year reflects when the item was found within the department and entered into the HTE tracking system. Despite our best efforts, not all departments totally comply with our inventory policies and procedures.
- Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON

\_\_\_\_\_

DATE

\_\_\_\_\_

COUNTY JUDGE

LOT	AQ TYPE	YEAR	TAG	IMP	DESCRIPTION	SERIAL	COST	INS	DEPT	DIV	P.O.#	ASSET	LOC	STA	FUND
1	PO ARE	1992	75882	0	RECTIFYER ROBINAIR 17700	7441	\$0.00	\$3,419.00	15	10	24065	9054	TCALUC3	A	8021
2	PO ARE	1980	57356	0	JACK WALKER	6596K02026	\$0.00	\$505.00	15	10		7805	TCALUC3	A	8021
3	OU ARE	1989	63336	0	FRONT END ALIGNMENT MACHINE, MODL. 5900	521E-P093	\$8,700.00	\$0.00	15	10		23435	TCALUC3	A	8021
4	OU OSH	1989	90581	0	MILLER ECONO TWIN HITTER WELDING PACKAGE	NONE	\$1,304.90	\$0.00	15	10		20952	TCALUC3	A	8015
5	PO RHE	2000	100005	0	TAMPERCOMPACTOR WACOR MODEL B5800	51909R72	\$0.00	\$2,050.00	15	10	193635	51136	TCALUC3	A	8061
6	PO OSH	2000	101738	0	TRASH PUMP 16HP	700	\$0.00	\$2,907.00	15	10	195058	51206	TCALUC3	A	8015
7	N/A	N/A	N/A	N/A	N/A 17 SECTIONS OF OUTDATED FIRE HOSE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
8	FAI KIE	2007	12442	0	ICE 0 MATTIC ICE MACHINE WITH BIN	1312169052	\$0.00	\$1,684.90	14	13		89330	TCALUC3	A	8032
9	PO COP	2001	102543	0	DOCKING STATION	P27-009479	\$0.00	\$907.00	37	25	203586	60755	TCALUC3	A	8001
9	PO LFT	2003	111157	0	#DSPDSCF27IPS FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005947	\$0.00	\$704.00	37	25	258278	67069	TCALUC3	A	8055
9	PO LFT	2003	106177	0	MOUNTED RADAR GUNS, BEE	BEE42001602	\$0.00	\$104.00	31	1	227356	56938	TCALUC3	A	8055
9	PO LFT	2003	111147	0	DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005973	\$0.00	\$704.00	37	25	258278	67059	TCALUC3	A	8001
10	PO LFT	2003	111148	0	DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005983	\$0.00	\$704.00	37	25	258278	67060	TCALUC3	A	8001
10	PO COP	2002	102553	0	DOCKING STATION	P27-009480	\$0.00	\$907.00	37	25	203586	60844	TCALUC3	A	8001
10	PO COP	2002	105391	0	DOCKING STATION, PANASONIC	P27010917	\$0.00	\$702.00	37	25	222518	56407	TCALUC3	A	8001
10	PO LFT	2003	111138	0	DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P27010917	\$0.00	\$702.00	37	25	222518	56401	TCALUC3	A	8001
10	PO COP	2002	105346	0	DOCKING STATION, PANASONIC	P27010986	\$0.00	\$702.00	37	25	222518	56379	TCALUC3	A	8001
10	PO LFT	2003	111153	0	DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P27010987	\$0.00	\$702.00	37	25	222518	56384	TCALUC3	A	8001
10	PO COP	2002	105354	0	DOCKING STATION, PANASONIC	P28B005952	\$0.00	\$704.00	37	25	258278	67050	TCALUC3	A	8001
10	PO COP	2002	105376	0	DOCKING STATION, PANASONIC	P27010987	\$0.00	\$702.00	37	25	222518	56371	TCALUC3	A	8001
11	PO COP	2002	105359	0	DOCKING STATION, PANASONIC	P27010906	\$0.00	\$702.00	37	25	222518	56379	TCALUC3	A	8001
11	PO LFT	2003	111140	0	DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P27010907	\$0.00	\$702.00	37	25	222518	56401	TCALUC3	A	8001
11	PO COP	2002	105389	0	DOCKING STATION, PANASONIC	P28B005964	\$0.00	\$702.00	37	25	222518	56384	TCALUC3	A	8001
11	PO COP	2001	102542	0	DOCKING STATION, PANASONIC	P27010920	\$0.00	\$702.00	37	25	203586	60800	TCALUC3	A	8001
11	PO COP	2001	102550	0	DOCKING STATION	P27-009476	\$0.00	\$907.00	37	25	203586	60753	TCALUC3	A	8001
11	PO COP	2002	105378	0	DOCKING STATION, PANASONIC	P27-009470	\$0.00	\$907.00	37	25	203586	60838	TCALUC3	A	8001
11	PO COP	2002	105379	0	DOCKING STATION, PANASONIC	P27010988	\$0.00	\$702.00	37	25	222518	56403	TCALUC3	A	8001
11	PO COP	2002	105345	0	DOCKING STATION, PANASONIC	P27010988	\$0.00	\$702.00	37	25	222518	56404	TCALUC3	A	8001
11	PO COP	2001	102768	0	DOCKING STATION	P27010984	\$0.00	\$702.00	37	28	222518	56260	TCALUC3	A	8001
11	PO COP	2002	105373	0	DOCKING STATION, PANASONIC	P27010922	\$0.00	\$907.00	37	25	203586	60854	TCALUC3	A	8001
11	PO LFT	2003	111132	0	DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005941	\$0.00	\$704.00	37	25	258278	67044	TCALUC3	A	8001
12	N/A	N/A	N/A	N/A	N/A PALLET OF OLD SPOT LIGHTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A PALLET OF OLD SIRENS AND ACCESSORIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A PALLET OF WIRING	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A (8) LIGHT BARS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
16	PO ARE	1996	75895	1	CD ROM KIT. 4X INCLUDES DRIVER & CONTROLLER	N/A	\$1,605.00	\$0.00	15	10	105182	9078	TCALUC3	A	8001
17	PO ARE	1992	75895	0	ANALYZER ENGINE COMPUTER (BEARWD) # 40-400	05800289	\$20,787.00	\$0.00	15	10	27884	9078	TCALUC3	A	8021
18	N/A	N/A	N/A	N/A	N/A (39) OLD WOOD TRAFFIC POSTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
19	N/A	N/A	N/A	N/A	N/A (39) OLD WOOD TRAFFIC POSTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
20	N/A	N/A	N/A	N/A	N/A 10FT X 45 FT OFFICE/MOBILE TRAILER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
21	N/A	N/A	N/A	N/A	N/A STEEL SKID APPROX 12' X 40' LONG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
22	N/A	N/A	N/A	N/A	N/A (39) OLD WOOD TRAFFIC POSTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
23	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
24	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
25	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
26	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
27	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
28	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
29	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
30	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
31	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
32	N/A	N/A	N/A	N/A	N/A 3165 OCE COPPER/PRINTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
33	N/A	N/A	N/A	N/A	N/A (5) GAGE DIVIDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
34	N/A	N/A	N/A	N/A	N/A (9) GAGE DIVIDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
35	N/A	N/A	N/A	N/A	N/A (7) GAGE DIVIDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
36	N/A	N/A	N/A	N/A	N/A (7) PUSH BARS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
37	N/A	N/A	N/A	N/A	N/A APPROX. (25) PUSH BARS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
38	PO CVC	2002	106383	0	POLICE MOTORCYCLE BMW R1150 RT-P	WB10499A12ZE8068	\$17,995.00	\$0.00	15	10	229422	57706	TCALUC3	A	8020
39	PO CVC	2002	106478	0	POLICE MOTORCYCLE BMW R1150 RT-P	WB10499A12ZE8068	\$17,995.00	\$0.00	15	10	229422	57706	TCALUC3	A	8020
40	N/A	N/A	N/A	N/A	N/A (2) FERRIS STEELCHER/GURNEY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
41	N/A	N/A	N/A	N/A	N/A (50) OLD OFFICE CHAIRS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A
42	N/A	N/A	N/A	N/A	N/A (30) OLD FILING CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCALUC3	N/A	N/A



4-2-09 at 4:55pm

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

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

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

*Cyd V. Grimes 4/1/09*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION: APPROVE CONTRACT AWARD FOR FLOOR COVERING TIME AND MATERIALS, IFB NO. B090175-NB, TO THE FOLLOWING QUALIFIED LOW BIDDERS (FM)**

- (A) CDC CARPETS – (GROUPS A AND B)
- (B) GOMEZ FLOOR COVERING, INC. – (GROUPS C AND D)

**Points of Contact:**

**Purchasing:** Nancy Barchus, 512-854-9764

**Department:** FM, Alicia Perez, Executive Manager, Roger A. El Khoury, P.E., Director, 854-4579; Rony Aouad, Service Contract Manager, 854-4781

**County Attorney (when applicable):** John Hille, 854-9415

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

On February 24, 2009, IFB # B090175-NB was issued through RFP Depot. Three (3) bids were received on March 16, 2009. The Purchasing Office concurs with Travis County Facilities Management Department's recommendation to award on a group basis, contracts to the lowest qualifying bidders, CDC Carpeting (Groups A and B), and Gomez Flooring (Groups C and D).

These contracts require the vendors to supply Floor Covering Time and Material to Travis County Facilities Management along with other Travis County departments when needed.

Travis County reserved the right to award per group as specified in Special Provisions, Paragraph 5, Method of Award. CDC Carpets was the low bidder bidding on all items in groups A and B. Gomez Flooring was the low bidder bidding on all items in groups C and D.

- **Contract Expenditures:** Within the last 12 months, \$185,098.17 has been spent against this requirement.

➤ **Contract Related Information:**

Award Amount: Estimated requirements, as needed basis  
Contract Type: Annual  
Contract Period: April 15, 2009 through April 14, 2010

➤ **Solicitation-Related Information:**

Solicitations Viewed: 42 Responses Received: 3  
HUB Information: 0 % 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) 001-1415-525-5004
- Comments: Requisitions are processed at time of requirement

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

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



# FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, P.E., Director**

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

## MEMORANDUM

**Project No:** SVCOT- 16-09F-XM

**File:** 703

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

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

**FROM:** Rony Aouad, Service Contract Manager

**DATE:** March 19, 2009

**SUBJECT:** Floor Covering Time & Material  
Contract Awards of IFB No. B090175-NB

*Roger El Khoury*  
*Rony Aouad*

RECEIVED  
TRAVIS COUNTY  
2009 MAR 23 AM 10:58  
PURCHASING  
OFFICE

Facilities Management Department (FMD) has completed the review of the three bids received for Floor Covering Time & Material. The apparent qualified low bidder for Groups A & B was CDC Carpets and Interiors and for Groups C & D was Gomez Floor Covering Inc. FMD recommends awarding contracts to the lowest qualified bidder per group. For Groups A, B, CDC Carpets & Interiors is the lowest bidder, as for Groups C & D, the lowest bidder is Gomez Floor Covering Inc. CDC Carpets and Interiors is an existing Travis County Contractor and has provided acceptable services. As for Gomez Floor Covering Inc., FMD received positive feed back from provided references. Recommendations for award are as follows:

Group	Location	Vendor
A	Carpet & Base	CDC Carpets and Interiors
B	Vinyl Composition Tile (VCT)	CDC Carpets and Interiors
C	Ceramic Tile	Gomez Floor Covering Inc.
D	Repair Service	Gomez Floor Covering Inc.

Funding for these Floor Covering Services are in FMD account line 001-1415-525-5004. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

### Copy To:

John F. Carr, Administrative Director, FMD  
Lloyd Evans, Maintenance Division Director, FMD  
Amy Draper, CPA, Financial Manager, FMD  
Nancy Barchus, Purchasing Agent Assistant, Purchasing

Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-1415-525.50-04
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	14 FACILITIES MANAGEMENT
Division . . . . .	:	15 BUILDING MAINTENANCE
Basic activity . . . . .	:	52 GENERAL GOVERNMENT
Sub activity . . . . .	:	5 FACILITIES
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	04 REPRS-BLDG STRUCT & EQUIP
Budget . . . . .	:	718,744
Encumbered amount . . . . .	:	135,896.90
Pre-encumbered amount . . . . .	:	4,734.55
Expenditures . . . . .	:	282,975.87
Total expenditures . . . . .	:	423,607.32
Balance . . . . .	:	295,136.68

Press Enter to continue.

F3=Exit F12=Cancel



# TRAVIS COUNTY PURCHASING OFFICE

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

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

18

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

*Cyd V. Grimes 4/1/09*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARDS FOR OEM PARTS AND LABOR(HEAVY DUTY ROAD MACHINERY, IFB B090185-NB, TO THE FOLLOWING LOW BIDDERS. (TNR)

- A. PROFESSIONAL TURF PRODUCTS, LP, FOR ITEMS 1, 7
- B. MAGNUM CUSTOM TRAILER MANUFACTURING CO, INC., FOR ITEM 4
- C. EQUIPMENT SOUTHWEST INC., FOR ITEMS 9, 16
- D. CENTILLA CORP., FOR ITEMS 5, 11
- E. COOPER EQUIPMENT COMPANY, FOR ITEMS 6, 8, 12, 17
- F. COWBOY HONDA OF KYLE FOR ITEM 21
- G. EQUIPMENT SOUTHWEST INC., FOR ITEM 9
- H. KINLOCH EQUIPMENT AND SUPPLY INC., FOR ITEM 16

***Points of Contact:***

**Purchasing:** Nancy Barchus, (512) 854-9764

**Department:** TNR; Joseph P. Giesleman, 854-9384, Mike Joyce, 854-9383, Christina Jensen, 854-7670

**County Attorney (when applicable):** John Hille

**Other:** Susan Spataro, Jose Palacios

➤ **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.

These contracts will provide OEM parts and labor for heavy duty road machinery, grounds machinery and motorcycles to Travis County Transportation and Natural Resources and other Travis County departments.

On February 20, 2009, IFB # B090185-NB, OEM Parts and Labor (Heavy Duty Road Machinery, Grounds Machinery, Motorcycles) was issued through RFP Depot. Seven (7) bids were received on March 16, 2009. The Purchasing Office concurs with Transportation and Natural Resources' recommendation to award a contract to the low bidders, Professional Turf Products, LP, Magnum Custom Trailer Manufacturing Co., Inc., Centilla Corporation, Cooper Equipment Company, Cowboy Honda of Kyle and Equipment Southwest Inc.

No bids were received for items 2, 3, 10, 13, 14, 15, 18 and 19.

➤ **Contract Expenditures:** Within the last 12 months \$168,286.90 has been spent against this requirement.

Not applicable

➤ **Contract Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual

Contract Period: April 8, 2009 through April 7, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 404

Responses Received: 7

Solicitations Viewed: 28

% HUB Subcontractor: N/A

HUB Information: NA

➤ **Funding Information:**

Purchase Requisition in H.T.E.

➤  Funding Account(s): 099-4951-621-3021, 099-4951-621-3061, 099-4951-621-5003, 099-4951-621-5009, 001-4952-3043, 001-4952-621-3021, 001-4952-621-5003 and 001-4952-621-5009

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

APPROVED ( )

DISAPPROVED ( )

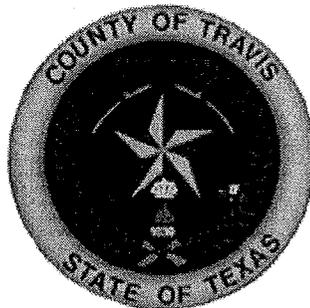
BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

**Bid Tabulation Packet  
for  
Solicitation B090185-NB**

**OEM PARTS AND LABOR (HEAVY DUTY ROAD  
MACHINERY, GROUNDS MACHINERY, MOTORCYCLES)**



**Travis County**

## Bid #B090185-NB - OEM PARTS AND LABOR (HEAVY DUTY ROAD MACHINERY, GROUNDS MACHINERY, MOTORCYCLES)

Creation Date **Feb 18, 2009**

End Date **Mar 16, 2009 3:00:00 PM CDT**

Start Date **Feb 20, 2009 10:47:49 AM CST**

Awarded Date **Not Yet Awarded**

B090185-NB-1-01 Club Car - Personnel Carriers OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Professional Turf Products	<input checked="" type="checkbox"/> First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Manufacturer/Brand Name: Club Car Number and Date of Price List: Current Delivery time ARO Stock Items: 3-5 days Delivery time ARO Non-stock Items: 6-10 days Straight Time (In Shop Labor): \$85.00 Bench Time (In Shop Labor): \$85.00 Overtime (In Shop Labor): \$85.00 Straight Time (In Field Labor): \$85.00 + trip charge Overtime (In Field Labor): n/a Mileage (In Field Labor): .75/mile < 100 miles		

B090185-NB-1-02 Cushman Personnel Carriers - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Notes: Manufacturer/Brand Name:</b> Number and Date of Price List: Delivery Time ARO Stock Items: Delivery time ARO Non-stock Items: Straight Time (In Shop Labor): Bench Time (In Shop Labor): Overtime (In Shop Labor): Straight Time (In Field Labor): Overtime (In Field Labor): Mileage (In Field Labor):		

B090185-NB-1-03 Vermeer Chipper - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Notes: Manufacturer/Brand Name:</b> Number and Date of Price List: Delivery Time ARO Stock Items: Delivery time ARO Non-stock Items: Straight Time (In Shop Labor): Bench Time (In Shop Labor): Overtime (In Shop Labor): Straight Time (In Field Labor): Overtime (In Field Labor): Mileage (In Field Labor):		

B090185-NB-1-04 Magnum Trailer - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Magnum Trailers	<input checked="" type="checkbox"/> First Offer - 10.00%	1 / percentage	10.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		

	<p><b>Manufacturer/Brand Name:</b> Depends on product  <b>Number and Date of Price List:</b> n/a  <b>Delivery Time ARO Stock Items:</b> immediate  <b>Delivery tiem ARO Non-stock Items:</b> depending on item  <b>Straight Time (In Shop Labor):</b> \$70.00  <b>Bench Time (In Shop Labor):</b> n/a  <b>Overtime (In Shop Labor):</b> \$105.00  <b>Straight Time (In Field Labor):</b> n/a  <b>Overtime (In Field Labor):</b> n/a  <b>Mileage (In Field Labor):</b> n/a</p>
--	---

B090185-NB-1-05 Caterpillar - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Centilla Corp	First Offer - 15.00%	1 / percentage	15.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Caterpillar <b>Number and Date of Price List:</b> 2/27/09 <b>Delivery Time ARO Stock Items:</b> 14 <b>Delivery tiem ARO Non-stock Items:</b> 30 <b>Straight Time (In Shop Labor):</b> NA <b>Bench Time (In Shop Labor):</b> NA <b>Overtime (In Shop Labor):</b> NA <b>Straight Time (In Field Labor):</b> NA <b>Overtime (In Field Labor):</b> NA <b>Mileage (In Field Labor):</b> NA			

B090185-NB-1-06 Champion - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
COOPER EQUIPMENT COMPANY	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> CHAMPION <b>Number and Date of Price List:</b> NO DATE <b>Delivery Time ARO Stock Items:</b> 0 <b>Delivery tiem ARO Non-stock Items:</b> 0 <b>Straight Time (In Shop Labor):</b> NONE <b>Bench Time (In Shop Labor):</b> NONE <b>Overtime (In Shop Labor):</b> NONE <b>Straight Time (In Field Labor):</b> NONE <b>Overtime (In Field Labor):</b> NONE <b>Mileage (In Field Labor):</b> NONE			

B090185-NB-1-07 Toro Grounds Equipment - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Professional Turf Products	<input checked="" type="checkbox"/> First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Toro <b>Number and Date of Price List:</b> Current <b>Delivery Time ARO Stock Items:</b> 1-3 days <b>Delivery tiem ARO Non-stock Items:</b> 4-5 days <b>Straight Time (In Shop Labor):</b> \$85.00 <b>Bench Time (In Shop Labor):</b> \$85.00 <b>Overtime (In Shop Labor):</b> \$85.00 <b>Straight Time (In Field Labor):</b> \$85.00 + trip <b>Overtime (In Field Labor):</b> \$85.00 <b>Mileage (In Field Labor):</b> \$.75/mile < 100 miles			

B090185-NB-1-08 Hamm Equipment - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
COOPER EQUIPMENT COMPANY	First Offer - 8.00%	1 / percentage	8.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> WIRTGEN AMERICA, INC. <b>Number and Date of Price List:</b> MARCH 13, 2009 <b>Delivery Time ARO Stock Items:</b> 1 DAY <b>Delivery tiem ARO Non-stock Items:</b> 5 DAYS <b>Straight Time (In Shop Labor):</b> \$90.00 <b>Bench Time (In Shop Labor):</b> \$90.00 <b>Overtime (In Shop Labor):</b> \$135.00 <b>Straight Time (In Field Labor):</b> \$100.00 <b>Overtime (In Field Labor):</b> \$150.00 <b>Mileage (In Field Labor):</b> \$2.15 A MILE PARTS PRICE IS LIST PLUS 8%			

B090185-NB-1-09 P-B Patcher - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Equipment Southwest	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b> Mileage was clerical error, vendor entered max mileage total. not hourly rate of \$1.00		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> P-B PATCHER <b>Number and Date of Price List:</b> 01-01-09 <b>Delivery Time ARO Stock Items:</b> 2-3 DAYS <b>Delivery tiem ARO Non-stock Items:</b> 4-6 DAYS <b>Straight Time (In Shop Labor):</b> 75.00 <b>Bench Time (In Shop Labor):</b> 75.00 <b>Overtime (In Shop Labor):</b> 90.00 <b>Straight Time (In Field Labor):</b> 90.00 <b>Overtime (In Field Labor):</b> 90.00 <b>Mileage (In Field Labor):</b> 75.00			
Equipment Southwest	 Alt 2 - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> P-B Patcher <b>Number and Date of Price List:</b> 1-1-09 <b>Delivery Time ARO Stock Items:</b> 2-3 Days <b>Delivery tiem ARO Non-stock Items:</b> 4-6 Days <b>Straight Time (In Shop Labor):</b> \$75.00 <b>Bench Time (In Shop Labor):</b> \$75.00 <b>Overtime (In Shop Labor):</b> \$75.00 <b>Straight Time (In Field Labor):</b> \$90.00 <b>Overtime (In Field Labor):</b> \$90.00 <b>Mileage (In Field Labor):</b> \$1/mile			

B090185-NB-1-10 Big Tex Trailer - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b>			

	<b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>
--	---

<b>B090185-NB-1-11 John Deere Grounds Equipment - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Centilla Corp	First Offer - 21.00%	1 / percentage	21.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> John Deere <b>Number and Date of Price List:</b> As of 2/27/2009 <b>Delivery Time ARO Stock Items:</b> 14 Day <b>Delivery tiem ARO Non-stock Items:</b> 30 Day <b>Straight Time (In Shop Labor):</b> NA <b>Bench Time (In Shop Labor):</b> NA <b>Overtime (In Shop Labor):</b> NA <b>Straight Time (In Field Labor):</b> NA <b>Overtime (In Field Labor):</b> NA <b>Mileage (In Field Labor):</b> NA		

<b>B090185-NB-1-12 Entyre Heavy Equipment - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
COOPER EQUIPMENT COMPANY	First Offer - 8.00%	1 / percentage	8.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> ETNYRE <b>Number and Date of Price List:</b> JANUARY 01, 2009 <b>Delivery Time ARO Stock Items:</b> 1 DAY <b>Delivery tiem ARO Non-stock Items:</b> 5 DAYS <b>Straight Time (In Shop Labor):</b> \$90.00 HR <b>Bench Time (In Shop Labor):</b> \$90.00 HR <b>Overtime (In Shop Labor):</b> \$135.00 HR <b>Straight Time (In Field Labor):</b> \$100.00 HR <b>Overtime (In Field Labor):</b> \$150.00 HR <b>Mileage (In Field Labor):</b> \$2.15 A MILE PARTS PRICE ARE LIST PLUS 8%		

<b>B090185-NB-1-13 Bush Hog Shredder - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>		

<b>B090185-NB-1-14 Mott Movers - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b>		

	<b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>
--	---

B090185-NB-1-15 Terrain King Mowers - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090185-NB-1-16 Elgin Sweeper - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
kinloch equipment	First Offer - 10.00%	1 / percentage	10.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Elgin <b>Number and Date of Price List:</b> August 2008 <b>Delivery Time ARO Stock Items:</b> 3 Days <b>Delivery tiem ARO Non-stock Items:</b> 3-5 Days <b>Straight Time (In Shop Labor):</b> 85.00 <b>Bench Time (In Shop Labor):</b> 85.00 <b>Overtime (In Shop Labor):</b> 115.00 <b>Straight Time (In Field Labor):</b> 85.00 <b>Overtime (In Field Labor):</b> 115.00 <b>Mileage (In Field Labor):</b> .50 per mile			
Equipment Southwest	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> ELGIN SWEEPER <b>Number and Date of Price List:</b> ON LINE <b>Delivery Time ARO Stock Items:</b> 2-3 DAYS <b>Delivery tiem ARO Non-stock Items:</b> 4-6 DAYS <b>Straight Time (In Shop Labor):</b> 75.00 <b>Bench Time (In Shop Labor):</b> 75.00 <b>Overtime (In Shop Labor):</b> 90.00 <b>Straight Time (In Field Labor):</b> 75.00 <b>Overtime (In Field Labor):</b> 90.00 <b>Mileage (In Field Labor):</b> 75.00			

B090185-NB-1-17 Entyre Trailers - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
COOPER EQUIPMENT COMPANY	First Offer - 8.00%	1 / percentage	8.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> ETNYRE TRAILERS <b>Number and Date of Price List:</b> JANUARY 01, 2009 <b>Delivery Time ARO Stock Items:</b> 1 DAY <b>Delivery tiem ARO Non-stock Items:</b> 5 DAYS <b>Straight Time (In Shop Labor):</b> \$90.00 HR <b>Bench Time (In Shop Labor):</b> \$90.00 HR			

<b>Overtime (In Shop Labor):</b> \$135.00 HR <b>Straight Time (In Field Labor):</b> \$100.00 HR <b>Overtime (In Field Labor):</b> \$150.00 HR <b>Mileage (In Field Labor):</b> \$2.15 A MILE PARTS PRICE IS LIST PLUS 8%
--

<b>B090185-NB-1-18 Dresser - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

<b>B090185-NB-1-19 Galion - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

<b>B090185-NB-1-20 John Deere Construction Equipment - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Centilla Corp	First Offer - 16.00%	1 / percentage	16.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> John deere <b>Number and Date of Price List:</b> 2/27/09 <b>Delivery Time ARO Stock Items:</b> 14 Days ARO <b>Delivery tiem ARO Non-stock Items:</b> 30 <b>Straight Time (In Shop Labor):</b> NA <b>Bench Time (In Shop Labor):</b> NA <b>Overtime (In Shop Labor):</b> NA <b>Straight Time (In Field Labor):</b> NA <b>Overtime (In Field Labor):</b> NA <b>Mileage (In Field Labor):</b> NA			

<b>B090185-NB-1-21 Honda Motorcycle - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Cowboy Honda of Kyle/Austin	First Offer - 15.00%	1 / percentage	15.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> OEM Parts And Labor <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Honda Motorcycles <b>Number and Date of Price List:</b> 01-01-09 <b>Delivery Time ARO Stock Items:</b> ? <b>Delivery tiem ARO Non-stock Items:</b> ?			

	<p><b>Straight Time (In Shop Labor):</b> 75.00 Per Hr  <b>Bench Time (In Shop Labor):</b> 75.00 Per Hr  <b>Overtime (In Shop Labor):</b> 75.00 Per Hr  <b>Straight Time (In Field Labor):</b> n/a  <b>Overtime (In Field Labor):</b> n/a  <b>Mileage (In Field Labor):</b> n/a                  This bid for Parts and Labor on Honda Motorcycles includes a 15% discount on parts and in shop labor at \$75.00 per hour</p>
--	--

**Supplier Totals**

<b>Magnum Trailers</b>		<b>\$0.00 (1/21 items)</b>
Bid Contact	<b>Charles McLemore</b> <a href="mailto:info@magnumtrailers.com">info@magnumtrailers.com</a> Ph 512-258-4101 Fax 512-258-2701	Address <b>10806 Ranch Road 620 N</b> <b>Austin, TX 78726</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Professional Turf Products</b>		<b>\$0.00 (2/21 items)</b>
Bid Contact	<b>George Spillman</b> Ph 888-776-8873 Fax 972-453-0199	Address <b>P.O. Box 201349</b> <b>Dallas, TX 753201349</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Centilla Corp</b>		<b>\$0.00 (3/21 items)</b>
Bid Contact	<b>Scott McCown</b> <a href="mailto:scott@centilla.net">scott@centilla.net</a> Ph 603-658-3881 Fax 603-658-3882	Address <b>3 Captains Way</b> <b>Exeter, NH 03833</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Equipment Southwest</b>		<b>\$0.00 (2/21 items)</b>
Bid Contact	<b>Mike Foley</b> <a href="mailto:dsmith@equipmentsouthwest.com">dsmith@equipmentsouthwest.com</a> Ph 972-554-0725 x104 Fax 972-554-0194	Address <b>425 S. Loop 12</b> <b>Irving, TX 75060</b>
Qualifications	<b>LCL TX</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>COOPER EQUIPMENT COMPANY</b>		<b>\$0.00 (4/21 items)</b>
Bid Contact	<b>PEGGY PALMER</b> <a href="mailto:PEGPALM@SBCGLOBAL.NET">PEGPALM@SBCGLOBAL.NET</a> Ph 210-657-5151	Address <b>17474 JUDSON ROAD</b> <b>SAN ANTONIO, TX 78247</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>kinloch equipment</b>		<b>\$0.00 (1/21 items)</b>
Bid Contact	<b>joseph campagna</b> <a href="mailto:jcampagna@kinlochequip.com">jcampagna@kinlochequip.com</a> Ph 817-649-5900	Address <b>763 109th street</b> <b>arlington, TX 76011</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Cowboy Honda of Kyle/Austin</b>		<b>\$0.00 (1/21 items)</b>
Bid Contact	<b>Jerry Crabtree</b> <a href="mailto:jerryc@cowboyhonda.com">jerryc@cowboyhonda.com</a> Ph 512-268-8609	Address <b>5 Brent Blvd</b> <b>Kyle, TX 78640</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

\*\*

RECEIVED  
TRAVIS COUNTY

2009 MAR 24 PM 3: 51



TRANSPORTATION AND NATURAL RESOURCES  
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

PURCHASING  
OFFICE

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

March 24, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Cyd Grimes*  
**FROM:** *Joseph P. Gieselman*  
Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bids, IFB# **B090157NB and B090185NB**  
**OEM Parts and Labor**

TNR has reviewed the above referenced bids and recommends award to the following low bidders:

**Bid B090157NB**

Anderson Machinery – Items 1-5, 20, 30, and 36  
Central Texas Equipment – Items 8, 21, and 37  
Holt Company – Item 12  
Closner Equipment Co – Item 23  
Longhorn International – Item 25  
Industrial Disposal Supply – Item 28  
Texana Machinery Corp – Item 35  
Lone Star BMW – Item 39

**Bid B090185NB**

Professional Turf Products – Items 1 and 7  
Magnum Custom Trailer – Item 4  
Centilla Corp – Items 11, 20  
Cooper Equipment Company – Items 6, 8, 12, and 17  
Cowboy Honda of Kyle – Item 21  
Equipment Southwest Inc – Items 9  
Kinloch Equipment – Item 16

The commodity/sub-commodity codes for these contracts are 020/099, 070/012, 760/099, 929/050, 929/062 and 929/068. The primary line items will be 099-4951-621-3021, 099-4951-621-3061, 099-4951-621-5003, 099-4951-621-5009, 001-4952-621-3043, 001-4952-621-3021, 001-4952-621-5003 and 001-4952-621-5009.

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

CJ:JPG:cj  
Contract File

Last Updated 4-2-09 at 4:55pm **Account Balance Inquiry**

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4951-621.30-21
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	21 AUTO REPAIR & EQUIP SUPP

Budget . . . . .	:	223,515
Encumbered amount . . . . .	:	43,705.33
Pre-encumbered amount . . . . .	:	2,984.17
Expenditures . . . . .	:	85,901.03
Total expenditures . . . . .	:	132,590.53
Balance . . . . .	:	90,924.47

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4951-621.30-61
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . .	:	61 ROAD & HIGHWAY EQ & SUPP
Budget . . . . .	:	142,408
Encumbered amount . . . . .	:	40,510.63
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	70,111.03
Total expenditures . . . . .	:	110,621.66
Balance . . . . .	:	31,786.34

Press Enter to continue.

F3=Exit F12=Cancel

Fiscal Year . . . . . : 2009  
 Account number . . . . . : 99-4951-621.50-03  
 Fund . . . . . : 099 ROAD & BRIDGE FUND  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 51 VEHICLE/EQUIP/BLDG. MAINT  
 Basic activity . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
 Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
 Object . . . . . : 03 REPAIRS - AUTOS & TRUCKS

Budget . . . . . : 66,879  
 Encumbered amount . . . . . : 5,649.92  
 Pre-encumbered amount . . . . . : 20,000.00  
 Expenditures . . . . . : 24,191.60  
 Total expenditures . . . . . : 49,841.52  
 Balance . . . . . : 17,037.48

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4951-621.50-09
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	09 REPRS-ROAD MACHRY & EQUIP
Budget . . . . .	:	101,490
Encumbered amount . . . . .	:	8,354.80
Pre-encumbered amount . . . . .	:	20,815.00
Expenditures . . . . .	:	10,565.52
Total expenditures . . . . .	:	39,735.32
Balance . . . . .	:	61,754.68

Press Enter to continue.

F3=Exit F12=Cancel

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4952-621.30-43
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	52 FLEET SERVICES
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . .	:	43 YARDS, GROUNDS, AG EQ/SUPP
Budget . . . . .	:	8,045
Encumbered amount . . . . .	:	1,199.52
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	1,948.85
Total expenditures . . . . .	:	3,148.37
Balance . . . . .	:	4,896.63

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

Fiscal Year . . . . . :	2009
Account number . . . . . :	1-4952-621.30-20
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	49 TNR (TRANS & NATRL RESRC)
Division . . . . . :	52 FLEET SERVICES
Basic activity . . . . . :	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . . :	1 TNR (TRANS & NATRL RESRC)
Element . . . . . :	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . . :	20 TRANSPORTATION EQUIPMENT

Budget . . . . . :	0
Encumbered amount . . . . . :	.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	.00
Total expenditures . . . . . :	.00
Balance . . . . . :	.00

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4952-621.50-03
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	52 FLEET SERVICES
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	03 REPAIRS - AUTOS & TRUCKS
Budget . . . . .	:	217,772
Encumbered amount . . . . .	:	47,982.48
Pre-encumbered amount . . . . .	:	3,000.00
Expenditures . . . . .	:	98,266.43
Total expenditures . . . . .	:	149,248.91
Balance . . . . .	:	68,523.09

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4952-621.50-09
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	52 FLEET SERVICES
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	09 REPRS-ROAD MACHRY & EQUIP
Budget . . . . .	:	5,106
Encumbered amount . . . . .	:	233.54
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	1,051.07
Total expenditures . . . . .	:	1,284.61
Balance . . . . .	:	3,821.39

Press Enter to continue.

F3=Exit F12=Cancel



# TRAVIS COUNTY PURCHASING OFFICE

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

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

19  
B

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

*Cyd V. Grimes 4/1/09*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR OEM PARTS AND LABOR(HEAVY DUTY ROAD MACHINERY, IFB B090157-NB, TO THE FOLLOWING LOW BIDDERS. (TNR)**

- A. ANDERSON MACHINERY CO., FOR ITEMS 1, 2, 3, 4, 5, 20, 30, 36
- B. CENTRAL TEXAS EQUIPMENT, FOR ITEMS 8, 21, 34, 37
- C. CLOSNER EQUIPMENT CO. INC., FOR ITEM 23
- D. HOLT COMPANY OF TEXAS, FOR ITEM 12
- E. INDUSTRIAL DISPOSAL SUPPLY, FOR ITEM 28
- F. LONE STAR BMW/TRIUMPH, FOR ITEM 39
- G. LONGHORN INTERNATIONAL EQUIPMENT INC., FOR ITEM 25
- H. TEXANA MACHINERY CORP., FOR ITEM 35

***Points of Contact:***

**Purchasing:** Nancy Barchus, (512) 854-9764

**Department:** TNR; Joseph P. Giesleman, 854-9384, Mike Joyce, 854-9383, Christina Jensen, 854-7670

**County Attorney (when applicable):** John Hille

**Other:** Susan Spataro, Jose Palacios

- **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.

These contracts will provide OEM parts and labor for heavy duty road machinery, grounds machinery and motorcycles to Travis County Transportation and Natural Resources and other Travis County departments.

On January 5, 2009, IFB # B090157-NB, OEM Parts and Labor (Heavy Duty Road Machinery, Grounds Machinery, Motorcycles) was issued through RFP Depot. Eight (8) bids were received on February 9, 2009. The Purchasing Office concurs with Transportation and Natural Resources' recommendation to award a contract to the low bidders, Anderson Machinery Co., Central Texas Equipment, Holt Company of Texas, Closner Equipment Co. Inc., Longhorn International Equipment Inc., Texana Machinery Corp., Lone Star BMW/Triumph.

No bids were received for items 6, 7, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 22, 24, 26, 27, 29, 31, 32, 33 and 38.

➤ **Contract Expenditures:** Within the last 12 months \$168,286.90 has been spent against this requirement.

➤ **Contract Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual

Contract Period: April 8, 2009 through April 7, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 535      Responses Received: 8

Solicitations Viewed: 27      % HUB Subcontractor: N/A      HUB Information: NA

➤ **Funding Information:**

Purchase Requisition in H.T.E.

Funding Account(s): 099-4951-621-3021, 099-4951-621-3061, 099-4951-621-5003, 099-4951-621-5009, 001-4952-3043, 001-4952-621-3021, 001-4952-621-5003 and 001-4952-621-5009

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

APPROVED ( )

DISAPPROVED ( )

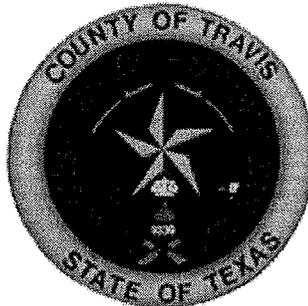
BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

**Bid Tabulation Packet  
for  
Solicitation B090157-NB**

**OEM PARTS AND LABOR (HEAVY DUTY ROAD  
MACHINERY, GROUNDS MACHINERY, MOTORCYCLES)**



**Travis County**

## Bid #B090157-NB - OEM PARTS AND LABOR (HEAVY DUTY ROAD MACHINERY, GROUNDS MACHINERY, MOTORCYCLES)

Creation Date **Jan 5, 2009**

End Date **Feb 9, 2009 3:00:00 PM CST**

Start Date **Jan 16, 2009 9:46:47 AM CST**

Awarded Date **Not Yet Awarded**

<b>B090157-NB-1-01 JCB - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Anderson Machinery List Price <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> JCB <b>Number and Date of Price List:</b> February 5, 2009 <b>Delivery Time ARO Stock Items:</b> Same Day <b>Delivery tiem ARO Non-stock Items:</b> 2 - 10 days <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

<b>B090157-NB-1-02 New Holland Tractor - OEM Parts (Construction Only)</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Anderson Machinery List Price <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> New Holland Construction <b>Number and Date of Price List:</b> February 5, 2009 <b>Delivery Time ARO Stock Items:</b> Same Day <b>Delivery tiem ARO Non-stock Items:</b> 2 - 10 days <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

<b>B090157-NB-1-03 Allis Chalmers - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Anderson Machinery List Price <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Allis Chalmers <b>Number and Date of Price List:</b> February 5, 2009 <b>Delivery Time ARO Stock Items:</b> Same Day <b>Delivery tiem ARO Non-stock Items:</b> 2 - 10 days <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

<b>B090157-NB-1-04 Hyster - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Anderson Machinery List Price <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Hyster / Hypac Compaction Equipment Only <b>Number and Date of Price List:</b> February 5, 2009 <b>Delivery Time ARO Stock Items:</b> Same Day <b>Delivery tiem ARO Non-stock Items:</b> 2 - 10 days <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

<b>B090157-NB-1-05 Fiat Allis - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Anderson Machinery List Price <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Fiat Allis <b>Number and Date of Price List:</b> February 5, 2009 <b>Delivery Time ARO Stock Items:</b> Same Day <b>Delivery tiem ARO Non-stock Items:</b> 2 - 10 days <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

<b>B090157-NB-1-06 Club Car - Personnel Carriers OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

<b>B090157-NB-1-07 Cushman Personnel Carriers - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b>			

	<b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>
--	---

B090157-NB-1-08 Inger Soll Rand - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Central Texas Equipment	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Ingersoll-Rand <b>Number and Date of Price List:</b> N/A <b>Delivery Time ARO Stock Items:</b> 1-2 days <b>Delivery tiem ARO Non-stock Items:</b> 10-14 days <b>Straight Time (In Shop Labor):</b> \$82.50/hr <b>Bench Time (In Shop Labor):</b> \$82.50/hr <b>Overtime (In Shop Labor):</b> \$123.75/hr <b>Straight Time (In Field Labor):</b> \$92.50/hr <b>Overtime (In Field Labor):</b> \$138.75/hr <b>Mileage (In Field Labor):</b> \$3.25/mile			

B090157-NB-1-09 Blaw Knox Paver - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-10 Vermeer Chipper - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-11 Magnum Trailer - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b>			

	<b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>
--	---

**B090157-NB-1-12 Caterpillar - OEM Parts**

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Holt Cat	First Offer - 100.00%	1 / percentage	100.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> OEM Parts <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Caterpillar <b>Number and Date of Price List:</b> List Price <b>Delivery Time ARO Stock Items:</b> 1 day <b>Delivery tiem ARO Non-stock Items:</b> 1 to 3 days <b>Straight Time (In Shop Labor):</b> \$90 <b>Bench Time (In Shop Labor):</b> \$90 <b>Overtime (In Shop Labor):</b> \$90 <b>Straight Time (In Field Labor):</b> \$105 <b>Overtime (In Field Labor):</b> \$105 <b>Mileage (In Field Labor):</b> \$3.50			
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Bid for performing repairs only - Not parts <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Caterpillar <b>Number and Date of Price List:</b> n/a <b>Delivery Time ARO Stock Items:</b> n/a <b>Delivery tiem ARO Non-stock Items:</b> n/a <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			
Holt Cat	 Alt 2 - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Caterpillar <b>Number and Date of Price List:</b> List Price <b>Delivery Time ARO Stock Items:</b> 1 day <b>Delivery tiem ARO Non-stock Items:</b> 1 to 3 <b>Straight Time (In Shop Labor):</b> \$90.00 <b>Bench Time (In Shop Labor):</b> \$90.00 <b>Overtime (In Shop Labor):</b> \$90.00 <b>Straight Time (In Field Labor):</b> \$105.00 <b>Overtime (In Field Labor):</b> \$105.00 <b>Mileage (In Field Labor):</b> \$3.50			

**B090157-NB-1-13 Champion - OEM Parts**

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b>			

	<b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>
--	---

<b>B090157-NB-1-14 Toro Grounds Equipment - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

<b>B090157-NB-1-15 Hamm Equipment - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

<b>B090157-NB-1-16 P-B Patcher - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

<b>B090157-NB-1-17 Big Tex Trailer - OEM Parts</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

--	--

B090157-NB-1-18 John Deere Grounds Equipment - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-19 Perkins Diesel Engines - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-20 PBOMAG - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Anderson Machinery List Price <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Bomag / Paving and Compaction Equipment <b>Number and Date of Price List:</b> February 5, 2009 <b>Delivery Time ARO Stock Items:</b> Same Day <b>Delivery tiem ARO Non-stock Items:</b> 2 - 10 days <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

B090157-NB-1-21 Dyna-Pac Roller - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Closter Equipment Co. Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> DYNAPAC <b>Number and Date of Price List:</b> NO PUBLISHED PRICE LIST <b>Delivery Time ARO Stock Items:</b> AS REQUIRED <b>Delivery tiem ARO Non-stock Items:</b> AS REQUIRED			

		<b>Straight Time (In Shop Labor):</b> \$99.00 / HR. <b>Bench Time (In Shop Labor):</b> \$99.00 / HR. <b>Overtime (In Shop Labor):</b> \$125.00 / HR. <b>Straight Time (In Field Labor):</b> \$99.00 / HR. <b>Overtime (In Field Labor):</b> \$125.00 / HR. <b>Mileage (In Field Labor):</b> \$1.25 / MILE			
Central Texas Equipment	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Dynapac <b>Number and Date of Price List:</b> N/A <b>Delivery Time ARO Stock Items:</b> 1-2 days <b>Delivery tiem ARO Non-stock Items:</b> 10-14 days <b>Straight Time (In Shop Labor):</b> \$82.50/hr <b>Bench Time (In Shop Labor):</b> \$82.50/hr <b>Overtime (In Shop Labor):</b> \$123.75/hr <b>Straight Time (In Field Labor):</b> \$92.50/hr <b>Overtime (In Field Labor):</b> \$138.75/hr <b>Mileage (In Field Labor):</b> \$3.25/mile			

B090157-NB-1-22 Entyre Heavy Equipment - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-23 Ferguson - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Closner Equipment Co. Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> FERGUSON <b>Number and Date of Price List:</b> NO PUBLISHED PRICE LIST <b>Delivery Time ARO Stock Items:</b> AS REQUIRED <b>Delivery tiem ARO Non-stock Items:</b> AS REQUIRED <b>Straight Time (In Shop Labor):</b> \$99.00 / HR. <b>Bench Time (In Shop Labor):</b> \$99.00 / HR. <b>Overtime (In Shop Labor):</b> \$125.00 / HR. <b>Straight Time (In Field Labor):</b> \$99.00 / HR. <b>Overtime (In Field Labor):</b> \$125.00 / HR. <b>Mileage (In Field Labor):</b> \$1.25 / MILE			

B090157-NB-1-24 Bush Hog Shredder - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b>			

	<b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>
--	--

B090157-NB-1-25 International - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Longhorn International Trucks LTD.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> NAVISTAR <b>Number and Date of Price List:</b> PLA310YA,PL322YA,12/29/2008 <b>Delivery Time ARO Stock Items:</b> 2-6 HRS <b>Delivery tiem ARO Non-stock Items:</b> 48-72 HRS <b>Straight Time (In Shop Labor):</b> \$88.00 PER HR <b>Bench Time (In Shop Labor):</b> \$88.00 PER HR <b>Overtime (In Shop Labor):</b> N/A <b>Straight Time (In Field Labor):</b> \$88.00 PER HR <b>Overtime (In Field Labor):</b> N/A <b>Mileage (In Field Labor):</b> N/A ALL PRICING IS SET AT NATIONAL FLEET LEVEL.PRICING CD WILL BE FURNISHED WITH HARD COPY BID			

B090157-NB-1-26 Mott Movers - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-27 Terrain King Mowers - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-28 TYMCO Sweeper - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
industrial disposal supply	<input checked="" type="checkbox"/> First Offer - 3.00%	1 / percentage	3.00%		Y

<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> TYMCO <b>Number and Date of Price List:</b> 2/25/2008 <b>Delivery Time ARO Stock Items:</b> 1 day <b>Delivery tiem ARO Non-stock Items:</b> 2-3 days <b>Straight Time (In Shop Labor):</b> \$70.00 <b>Bench Time (In Shop Labor):</b> \$70.00 <b>Overtime (In Shop Labor):</b> \$105.00 <b>Straight Time (In Field Labor):</b> \$85.00 <b>Overtime (In Field Labor):</b> \$127.50 <b>Mileage (In Field Labor):</b> \$0.75			
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Bid for performing repairs only - not parts <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> TYMCO Sweeper <b>Number and Date of Price List:</b> n/a <b>Delivery Time ARO Stock Items:</b> n/a <b>Delivery tiem ARO Non-stock Items:</b> n/a <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

B090157-NB-1-29 Elgin Sweeper - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-30 Alamo (Mower Attachments) - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Anderson Machinery List Price <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Alamo / Tiger Division <b>Number and Date of Price List:</b> February 5, 2009 <b>Delivery Time ARO Stock Items:</b> Same Day <b>Delivery tiem ARO Non-stock Items:</b> 2 - 10 days <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

B090157-NB-1-31 Entyre Trailers - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-32 Dresser - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-33 Galion - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-34 Gradall - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Central Texas Equipment	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> JLG/Gradall <b>Number and Date of Price List:</b> N/A <b>Delivery Time ARO Stock Items:</b> 3-4 days <b>Delivery tiem ARO Non-stock Items:</b> 10-14 days <b>Straight Time (In Shop Labor):</b> \$82.50/hr <b>Bench Time (In Shop Labor):</b> \$82.50/hr <b>Overtime (In Shop Labor):</b> \$123.75/hr <b>Straight Time (In Field Labor):</b> \$92.50/hr <b>Overtime (In Field Labor):</b> \$138.75/hr <b>Mileage (In Field Labor):</b> \$3.25/mile			

B090157-NB-1-35 Case - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TEXANA MACHINERY	First Offer - 20.00%	1 / percentage	20.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Case <b>Number and Date of Price List:</b> PIL list-CD dated 1-19-09 or latest revision <b>Delivery Time ARO Stock Items:</b> 2 days <b>Delivery tiem ARO Non-stock Items:</b> 5 days <b>Straight Time (In Shop Labor):</b> \$88.00 <b>Bench Time (In Shop Labor):</b> \$88.00 <b>Overtime (In Shop Labor):</b> \$88.00 <b>Straight Time (In Field Labor):</b> \$98.00 <b>Overtime (In Field Labor):</b> \$98.00 <b>Mileage (In Field Labor):</b> \$1.25/mile 20% discount from published DLR list (parts only)			
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Bid for performing repairs only - not parts <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Case <b>Number and Date of Price List:</b> n/a <b>Delivery Time ARO Stock Items:</b> n/a <b>Delivery tiem ARO Non-stock Items:</b> n/a <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

B090157-NB-1-36 John Deere Construction Equipment - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anderson Machinery Austin, Inc.	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Bid for performing repairs only - not parts <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> John Deere Construction Equipment <b>Number and Date of Price List:</b> n/a <b>Delivery Time ARO Stock Items:</b> n/a <b>Delivery tiem ARO Non-stock Items:</b> n/a <b>Straight Time (In Shop Labor):</b> 95.00 per hour <b>Bench Time (In Shop Labor):</b> 95.00 per hour <b>Overtime (In Shop Labor):</b> 142.50 per hour <b>Straight Time (In Field Labor):</b> 95.00 per hour <b>Overtime (In Field Labor):</b> 142.50 per hour <b>Mileage (In Field Labor):</b> 2.75 per mile			

B090157-NB-1-37 BROCE - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Central Texas Equipment	First Offer - 0.00%	1 / percentage	0.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> Broce <b>Number and Date of Price List:</b> N/A <b>Delivery Time ARO Stock Items:</b> 3-5 days <b>Delivery tiem ARO Non-stock Items:</b> 10-20 days <b>Straight Time (In Shop Labor):</b> \$82.50/hr <b>Bench Time (In Shop Labor):</b> \$82.50/hr <b>Overtime (In Shop Labor):</b> \$123.75/hr			

	<b>Straight Time (In Field Labor):</b> \$92.50/hr <b>Overtime (In Field Labor):</b> \$138.75/hr <b>Mileage (In Field Labor):</b> \$3.25/mile
--	--

B090157-NB-1-38 Honda Motorcycle - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Notes: Manufacturer/Brand Name:</b> <b>Number and Date of Price List:</b> <b>Delivery Time ARO Stock Items:</b> <b>Delivery tiem ARO Non-stock Items:</b> <b>Straight Time (In Shop Labor):</b> <b>Bench Time (In Shop Labor):</b> <b>Overtime (In Shop Labor):</b> <b>Straight Time (In Field Labor):</b> <b>Overtime (In Field Labor):</b> <b>Mileage (In Field Labor):</b>			

B090157-NB-1-39 BMW / Triumph Motorcycle - OEM Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
LONE STAR BMW/TRIUMPH	First Offer - 10.00%	1 / percentage	10.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Manufacturer/Brand Name:</b> BMW <b>Number and Date of Price List:</b> January, 2009 <b>Delivery Time ARO Stock Items:</b> 2 days <b>Delivery tiem ARO Non-stock Items:</b> 7 days <b>Straight Time (In Shop Labor):</b> 85.00 <b>Bench Time (In Shop Labor):</b> 85.00 <b>Overtime (In Shop Labor):</b> 85.00 <b>Straight Time (In Field Labor):</b> n/a <b>Overtime (In Field Labor):</b> n/a <b>Mileage (In Field Labor):</b> n/a			

**Supplier Totals**

<b>industrial disposal supply</b>		<b>\$0.00 (1/39 items)</b>
Bid Contact <b>darryl fischbeck</b> <b>info@idsequip.com</b> <b>Ph 210-227-3441</b> <b>Fax 210-227-4424</b>	Address <b>1106 paulsun</b> <b>san antonio, TX 78219</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>
<b>Central Texas Equipment</b>		<b>\$0.00 (4/39 items)</b>
Bid Contact <b>Chris Tewell</b> <b>chris.tewell@ctegroup.net</b> <b>Ph 512-801-0830</b>	Address <b>1925 Picadilly Drive</b> <b>Round Rock, TX 78664</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>
<b>LONE STAR BMW/TRIUMPH</b>		<b>\$0.00 (1/39 items)</b>
Bid Contact <b>Robert Krull</b> <b>info@lonestarcycle.com</b> <b>Ph 512-451-7979</b>	Address <b>10600 N LAMAR BLVD</b> <b>AUSTIN, TX 78753</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>
<b>Closner Equipment Co. Inc.</b>		<b>\$0.00 (2/39 items)</b>
Bid Contact <b>Bennett Closner</b> <b>elainee@closner.com</b> <b>Ph 210-732-2131</b> <b>Fax 210-732-0706</b>	Address <b>P. O. Box 917</b> <b>Schertz, TX 78154</b>	

<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Holt Cat</b>	<b>\$0.00 (1/39 items)</b>
Bid Contact <b>Cody Triesch</b> <b>Cody.triesch@holtcat.com</b> <b>Ph 512-750-2338</b>	Address <b>9601 south IH 35</b> <b>Austin, TX 78744</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Anderson Machinery Austin, Inc.</b>	<b>\$0.00 (11/39 items)</b>
Bid Contact <b>Tom Ingalsbe</b> <b>amaservice@austin.rr.com</b> <b>Ph 512-272-8133</b>	Address <b>P.O. Box 140916</b> <b>Austin, TX 78714</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Longhorn International Trucks LTD</b>	<b>\$0.00 (1/39 items)</b>
Bid Contact <b>Tim Jones</b> <b>tim.jones@longhorninternational.com</b> <b>Ph 512-389-1111</b>	Address <b>4711 E.7th St</b> <b>Austin, TX 78702</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>TEXANA MACHINERY</b>	<b>\$0.00 (1/39 items)</b>
Bid Contact <b>GIL HERNANDEZ</b> <b>GHERNANDEZ@TEXANAMACHINERY.COM</b> <b>Ph 512-272-8922</b>	Address <b>12805 HWY 290 EAST</b> <b>MANOR, TX 78653</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

\*\*

RECEIVED  
TRAVIS COUNTY

2009 MAR 24 PM 3:51



TRANSPORTATION AND NATURAL RESOURCES  
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

PURCHASING  
OFFICE

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

March 24, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. Gieselman*  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bids, IFB# **B090157NB and B090185NB**  
**OEM Parts and Labor**

TNR has reviewed the above referenced bids and recommends award to the following low bidders:

**Bid B090157NB**

Anderson Machinery – Items 1-5, 20, 30, and 36  
Central Texas Equipment – Items 8, 21, and 37  
Holt Company – Item 12  
Closner Equipment Co – Item 23  
Longhorn International – Item 25  
Industrial Disposal Supply – Item 28  
Texana Machinery Corp – Item 35  
Lone Star BMW – Item 39

**Bid B090185NB**

Professional Turf Products – Items 1 and 7  
Magnum Custom Trailer – Item 4  
Centilla Corp – Items 11, 20  
Cooper Equipment Company – Items 6, 8, 12, and 17  
Cowboy Honda of Kyle – Item 21  
Equipment Southwest Inc – Items 9  
Kinloch Equipment – Item 16

The commodity/sub-commodity codes for these contracts are 020/099, 070/012, 760/099, 929/050, 929/062 and 929/068. The primary line items will be 099-4951-621-3021, 099-4951-621-3061, 099-4951-621-5003, 099-4951-621-5009, 001-4952-621-3043, 001-4952-621-3021, 001-4952-621-5003 and 001-4952-621-5009.

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

✶ CJ:JPG:cj  
Contract File

Fiscal Year . . . . . : 2009  
 Account number . . . . . : 99-4951-621.30-21  
 Fund . . . . . : 099 ROAD & BRIDGE FUND  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 51 VEHICLE/EQUIP/BLDG. MAINT  
 Basic activity . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
 Element . . . . . : 30 OPERATG SUPPLIES,RP&E,NC  
 Object . . . . . : 21 AUTO REPAIR & EQUIP SUPP

Budget . . . . . : 223,515  
 Encumbered amount . . . . . : 43,705.33  
 Pre-encumbered amount . . . . . : 2,984.17  
 Expenditures . . . . . : 85,901.03  
 Total expenditures . . . . . : 132,590.53  
 Balance . . . . . : 90,924.47

Press Enter to continue.

F3=Exit F12=Cancel

Fiscal Year . . . . . : 2009  
 Account number . . . . . : 1-4952-621.50-09  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 52 FLEET SERVICES  
 Basic activity . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
 Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
 Object . . . . . : 09 REPRS-ROAD MACHRY & EQUIP

Budget . . . . . : 5,106  
 Encumbered amount . . . . . : 233.54  
 Pre-encumbered amount . . . . . : .00  
 Expenditures . . . . . : 1,051.07  
 Total expenditures . . . . . : 1,284.61  
 Balance . . . . . : 3,821.39

Press Enter to continue.

F3=Exit F12=Cancel

Last Updated 4-2-09 at 4:55pm **Account Balance Inquiry**

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4951-621.50-03
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	03 REPAIRS - AUTOS & TRUCKS
Budget . . . . .	:	66,879
Encumbered amount . . . . .	:	5,649.92
Pre-encumbered amount . . . . .	:	20,000.00
Expenditures . . . . .	:	24,191.60
Total expenditures . . . . .	:	49,841.52
Balance . . . . .	:	17,037.48

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

Last Updated 4-2-09 at 4:55pm

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4951-621.50-09
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	09 REPRS-ROAD MACHRY & EQUIP
Budget . . . . .	:	101,490
Encumbered amount . . . . .	:	8,354.80
Pre-encumbered amount . . . . .	:	20,815.00
Expenditures . . . . .	:	10,565.52
Total expenditures . . . . .	:	39,735.32
Balance . . . . .	:	61,754.68

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4952-621.30-43
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	52 FLEET SERVICES
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	43 YARDS, GROUND, AG EQ/SUPP
Budget . . . . .	:	8,045
Encumbered amount . . . . .	:	1,199.52
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	1,948.85
Total expenditures . . . . .	:	3,148.37
Balance . . . . .	:	4,896.63

Press Enter to continue.

F3=Exit F12=Cancel

Last Updated 4-2-09 at 4:55pm

Fiscal Year . . . . .	:	2009	
Account number . . . . .	:	1-4952-621.30-20	
Fund . . . . .	:	001	GENERAL FUND
Department . . . . .	:	49	TNR (TRANS & NATRL RESRC)
Division . . . . .	:	52	FLEET SERVICES
Basic activity . . . . .	:	62	INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1	TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30	OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	20	TRANSPORTATION EQUIPMENT
Budget . . . . .	:	0	
Encumbered amount . . . . .	:	.00	
Pre-encumbered amount . . . . .	:	.00	
Expenditures . . . . .	:	.00	
Total expenditures . . . . .	:	.00	
Balance . . . . .	:	.00	

Press Enter to continue.

F3=Exit    F12=Cancel

Last Updated 4-2-09 at 4:55pm **Account Balance Inquiry**

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4952-621.50-03
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	52 FLEET SERVICES
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	03 REPAIRS - AUTOS & TRUCKS

Budget . . . . .	:	217,772
Encumbered amount . . . . .	:	47,982.48
Pre-encumbered amount . . . . .	:	3,000.00
Expenditures . . . . .	:	98,266.43
Total expenditures . . . . .	:	149,248.91
Balance . . . . .	:	68,523.09

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4951-621.30-61
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	61 ROAD & HIGHWAY EQ & SUPP
Budget . . . . .	:	142,408
Encumbered amount . . . . .	:	40,510.63
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	70,111.03
Total expenditures . . . . .	:	110,621.66
Balance . . . . .	:	31,786.34

Press Enter to continue.

F3=Exit F12=Cancel



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

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

20

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

*Cyd V. Grimes 4/1/09*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION: DECLARE ATTACHED LIST OF GLOBAL POSITIONING DEVICE (GPS) AS SURPLUS AND AUTHORIZE TRADE-IN FOR NEW (GPS) DEVICE, PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (TNR)**

**Points of Contact:**

- Purchasing:** Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration
- Department:** Sydnia Crosbie
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The Court should note that TNR would like to trade in one (GPS) devices for one (GPS) devices with new technology.

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON

\_\_\_\_\_

DATE

\_\_\_\_\_

COUNTY JUDGE

CODE	MISC	AQ TYPE	YEAR	TAG	IMP	DESC	SERIAL	COST	INS	DEP	DIV	P.O.	ASSET	LOC	STA	ACCT
ASG	11857 . DAVID KEMP	PO	EEE	2000	101803	0	GEO EXPLORER III GPS	330078917	\$ -	49	25	196484	56104	TCPDTI	A	8012

□



## TRANSPORTATION AND NATURAL RESOURCES

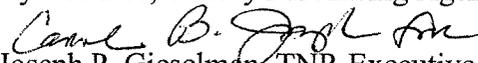
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

March 24, 2009

### MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM:   
Joseph P. Gieselman, TNR Executive Manager

SUBJECT: Trade in of one Trimble Geo Explorer III Global Positioning System (GPS) Unit by TNR for credit towards the purchase of one new unit.

#### Proposed Motion:

Approve trade in by TNR of one Trimble Geo Explorer III Global Positioning System (GPS) Unit, Tag number 101803, for a \$250.00 credit towards the purchase of one new Trimble Geo XT GPS Unit.

#### Summary and Staff Recommendations:

TNR requests approval to trade in one existing Trimble Geo Explorer III GPS Unit for \$250.00 credit towards the purchase of one new Trimble Geo XT GPS Unit. TNR requires upgraded GPS units to more efficiently collect field information to complete and maintain a map of the county storm water drainage system as required by the Texas Commission for Environmental Quality (TCEQ). The new Geo XT unit will allow staff to collect and process information in the field over twice as fast as the older model Geo Explorer III unit, saving us hundreds of staff hours annually. The GPS information is incorporated into the TNR GIS system database for mapping purposes. The unit we request approval to trade in is:

Geo Explorer III GPS - Tag #101803, Serial #330078917, Asset #56104

#### Background:

The County drainage system map, known as the Municipal Separate Storm Sewer System (MS4) Map, is an on-going part of the TPDES Phase II Storm Water Management Program (SWMP) required by TCEQ. The MS4 Map will maintain an inventory of all drainage structures in the county system. The MS4 Map will be used for drainage maintenance and infrastructure inventory purposes as well as storm water pollution control. TNR researched what other city and county programs, such as Austin and San Antonio, were using for their drainage system maps. Based on this information, TNR recommends purchasing the Trimble Geo XT GPS Unit for \$4,045.00 per unit. With the trade in allowance of \$250.00, the net price will be \$3,795.00. This unit will serve the needs of the MS4 mapping effort for 5-10 years into the future.

**Issues and Opportunities:**

The new Trimble Geo XT unit will allow much faster data collection and greater storage because of the following primary improved features compared to the older Geo Explorer III unit:

- 500 megabytes of memory versus 1 megabyte
- Touch-pad screen with stylus versus manual keypad for data entry, which allows much easier and faster data collection in the field (estimate at least 50% faster manipulation)
- Windows based interface on the touch-pad screen, which is more user friendly
- Drop-down menus accessed by touching the screen with the stylus
- USB ports, which are more compatible with existing and future TNR computers
- On-screen digitizing capability

**Budgetary and Fiscal Impact:**

Trade in of the Geo Explorer III unit will result in a \$250.00 savings towards the purchase of the new Geo XT unit. The new Geo XT Unit is already approved as part of the FY09 budget package approved for a new Engineering Specialist Inspector position, so there will be no new additional funding required in approving this motion.

**Exhibits:**

None

CC: Ron Dube, TNR  
Carol Joseph, TNR  
Sydnia Crosbie, TNR  
Jon White, TNR  
Tom Weber, TNR  
David Shore, TNR  
Dave Fowler, TNR



4-2-09 at 4:55pm

# TRAVIS COUNTY PURCHASING OFFICE

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

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

21

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

*Cyd V. Grimes 4/1/09*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION: REJECT PROPOSAL RECEIVED FOR RFS NO. S090158-RG, PARK CONCESSION OPERATIONS. (TNR PARKS)**

**Points of Contact:**

**Purchasing:** Rosalinda Garcia, 854-9763

**Department:** TNR-PARKS, Joe Gieselman, Executive Manager, Charles Bergh, Dan Perry

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- A total of twenty-five (25) vendors were solicited; one proposal was received. The Transportation and Natural Resources department recommends rejecting the sole bid. The proposal received was not a desired service for the requested location. TNR will not re-bid at this time.
- **Contract-Related Information:**
  - Award Amount:
  - Contract Type:
  - Contract Period:
- **Solicitation-Related Information:**

Solicitations Sent: <u>25</u>	Responses Received: <u>1</u>
HUB Information: <u>N/A</u>	% HUB Subcontractor: <u>N/A</u>
- **Statutory Verification of Funding:**
  - \*  Purchase Requisition in HTE
  - \*  Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.



\* At least one of these must be included

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



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

---

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

RECEIVED  
TRAVIS COUNTY  
2009 MAR 18 PM 3:30  
PURCHASING  
OFFICE

March 16, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. Gieselman*  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Non-Award of Proposal RFS#S090158-RG  
**Park Concessions (Revenue Generating)**

TNR recommends that Travis County not award the above mentioned service for this year. The single proposal received was not a desired service for the requested location, Pace Bend Park.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

*J*  
CJ:JPG:cj  
Contract File



4-2-09 at 4:55pm

# TRAVIS COUNTY PURCHASING OFFICE

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

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

22

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

*Cyd V. Grimes 4/1/09 MB*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION:** APPROVE ORDERS EXEMPTING THE PURCHASE OF MECHANICAL, ELECTRICAL, PLUMBING (MEP) AND STRUCTURAL ENGINEERING SERVICES FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE COUNTY PURCHASING ACT. (FM)

**Points of Contact:**

**Purchasing:** Jorge Talavera

**Department:** Facilities Management, Roger A. El Khoury, M.S., P.E., Director; John Carr, Administrative Director

**County Attorney (when applicable):** Tenley Aldredge

**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 exemption orders are requested for the procurement of Professional MEP and Structural Engineering Services for the construction of a new 17,500 square foot SMART Building in Del Valle. Facilities Management will perform the architectural design, civil engineering design and coordinate the services of the selected Consultants.

FM requests exemption orders for these services because the New SMART Building is a small project with fees for both services not expected to exceed \$85K (\$35K for Structural and \$50K for MEP Engineering) and FM's intent is to utilize HUB firms for these services.

Upon the Court's approval, Facilities Management and Purchasing will attempt to negotiate with firms to perform the required services at fair and reasonable prices.

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

Not applicable

**ORDER EXEMPTING PURCHASE OF  
PROFESSIONAL STRUCTURAL ENGINEERING SERVICES  
FROM COMPETITIVE PROPOSAL REQUIREMENTS OF THE  
COUNTY PURCHASING ACT**

**WHEREAS**, the Commissioners Court of Travis County has the authority to exempt the purchase of personal or professional services from the bidding requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. sec. 262.024, and

**WHEREAS**, the County desires to enter into a contract with a professional firm to provide Professional Structural Engineering Services for the New SMART Building project, and

**WHEREAS**, these services are professional services requiring special training, skills, and experience,

**NOW, THEREFORE**, the Commissioners Court of Travis County hereby orders that the purchase of Professional Structural Engineering Services for the New SMART Building project is exempted from the requirements of the County Purchasing Act for competitive proposals pursuant to TEX. LOC. GOVT. CODE ANN., section 262.024(a)(4), as this contract is for professional services.

Signed and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Karen Huber  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gomez  
Commissioner, Precinct 4

**ORDER EXEMPTING PURCHASE OF  
PROFESSIONAL MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING  
SERVICES FROM COMPETITIVE PROPOSAL REQUIREMENTS OF THE  
COUNTY PURCHASING ACT**

**WHEREAS**, the Commissioners Court of Travis County has the authority to exempt the purchase of personal or professional services from the bidding requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. sec. 262.024, and

**WHEREAS**, the County desires to enter into a contract with a professional firm to provide Professional Mechanical, Electrical, Plumbing (MEP) Engineering Services for the New SMART Building project, and

**WHEREAS**, these services are professional services requiring special training, skills, and experience,

**NOW, THEREFORE**, the Commissioners Court of Travis County hereby orders that the purchase of Professional MEP Engineering Services for the New SMART Building project is exempted from the requirements of the County Purchasing Act for competitive proposals pursuant to TEX. LOC. GOVT. CODE ANN., section 262.024(a)(4), as this contract is for professional services.

Signed and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Karen Huber  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gomez  
Commissioner, Precinct 4



*9/10/09  
3:24 PM  
SMP*

# FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, P.E., Director**

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

## MEMORANDUM

FM#: PCT1-05-08C-1N

File: 101

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

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

**DATE:** March 19, 2009

**SUBJECT:** New SMART Building Project  
Request to exempt Mechanical, Electrical, Plumbing, and Structural Engineering Services from Professional Procurement Services

*Roger El Khoury*  
RECEIVED  
TRAVIS COUNTY  
2009 MAR 19 PM 3:14  
PURCHASING  
OFFICE

Facilities Management Department (FMD) requests that the Mechanical, Electrical, Plumbing Engineering services (MEP) and the Structural Engineering services be exempt from the Professional Procurement Services for the New SMART Building project.

The New SMART Building is a small project with 17,500 square feet. FMD will perform the architectural design, the civil engineering design, and the coordination of consultants in house. The MEP engineering fee will be less than \$50,000 and the structural engineering fee will be less than \$35,000.

Please place an agenda item on April 7, 2009, for the Commissioner Court consideration and approval. Your assistance in this exemption request will be greatly appreciated. Call me at 44579 if you need any additional information.

### ATTACHMENTS:

1. MEP Engineering – Scope of Services
2. Structural Engineering – Scope of Services

### COPY TO:

Alicia Perez, Executive Manager, Administrative Operations  
Gabe Stock, RA, Sr. Architectural Associate, FMD  
Amy Draper, Financial Manager, FMD

**EXHIBIT  
SCOPE OF SERVICES  
MEP ENGINEERING**

**1.0 THE PROJECT**

- 1.1 The project is new construction of the New SMART Building, located in Del Valle in South Austin.

The New SMART Building will consist of 17,500 Square feet and will house the Community Services and Correctional Department.

**2.0 SCOPE OF SERVICES**

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the program requirements.

- 2.2 Electrical design, required construction drawings, specifications and an estimate of cost will be produced by the CONSULTANT under Basic Services and in accordance with governing codes and regulations. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the project. The CONSULTANT will be responsible for providing a complete and functional design so that upon occupancy by the County all systems are operational.

A. Scope of electrical engineering services will include:

1. Lighting and power outlet layout and circuiting.
2. Circuit design for special electrical equipment.
3. Load analysis, service riser, distribution panels and wire sizing.
4. Electrical details as necessary.
5. City of Austin Thermal and Lighting Budget calculations as required for permitting.

- 2.3 Mechanical and plumbing design, required construction drawings, specifications and an estimate of cost will be produced by the CONSULTANT under Basic Services and in accordance with governing codes and regulations. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the project. Design of the sprinkler system controls, branches and head locations will be procured under separate contract. However, plumbing design required to connect the sprinkler system to the main sprinkler risers, if necessary, will be part of the CONSULTANT's Basic Services. The CONSULTANT will be responsible for providing a complete and functional design so that upon occupancy by the County all systems are operational.

A. Scope of mechanical engineering services will include:

1. Zonal load analysis, sizing and scheduling of HVAC equipment based on zoning.
2. Design of ductwork.
3. Design and location of air registers, grilles, temperature sensors and controls.
4. HVAC details as necessary.

B. Scope of plumbing engineering services will include:

1. Water and wastewater piping load analysis, sizing, layout and riser diagrams.
2. Gas piping load analysis, sizing, layout and riser diagrams if necessary due to equipment relocation or additions.
3. Condensate piping design.
4. Plumbing details as necessary.

2.4 The Travis County Facilities Management Department (FMD) will be the Architect-of-Record for the Project.

### 3.0 CONSTRUCTION DOCUMENTS

3.1 The CONSULTANT shall prepare construction drawings and specifications completely describing the work and in coordination with the building design and the work of other design disciplines.

3.2 Drawings shall be prepared in AutoCAD 2006 or later version. Coordinate the drawings with the COUNTY's drawings as to title block format, sheet numbers and cover sheet information.

3.3 Provide complete specifications in Microsoft Word 2000 or more recent version.

3.4 Provide Electrical and Mechanical design calculations, sealed and signed by the CONSULTANT, for County use and for regulatory agency review and approval.

3.5 "Construction Documents" shall mean all deliverables such as plans, specifications, calculations, sketches and renderings prepared by the CONSULTANT. These shall become the property of the County. The CONSULTANT shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.

3.6 The CONSULTANT shall furnish to the COUNTY the following:

- A. One set of 100% complete full size construction drawings, photostatically plotted or copied on bond paper, bearing an original signed and dated Engineering seal in required locations.
- B. One unbound set of the final specifications.
- C. One copy of the CAD files and specifications on compact disc.
- D. Two full-sized sets each of the Design Development and 95% Construction Documents.
- E. Two half-sized sets each of the Design Development and 95% Construction Documents.
- F. Calculations as described herein.
- G. Regulatory documents as described herein.
- H. Affix an original signed and dated seal to the following documents or as required by law. Meet at the Facilities Management Department offices the day prior to the issue date to review and seal the appropriate documents.
  1. Drawing set Cover Sheet.
  2. Each sheet of Engineering Drawings

3. Project Manual Table of Contents sheet.

#### **4.0 CONSTRUCTION CONTRACT ADMINISTRATION**

- 4.1 The CONSULTANT shall be responsible for Construction Contract Administration to the extent the CONSULTANT determines is necessary to verify that the Work is being constructed according to the intent of the construction documents. A final punch list will be required and two (2) follow-up inspections to review completion by the Contractor.
- 4.2 The CONSULTANT shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the COUNTY. Present to the County the results of reviews within ten (10) calendar days for submittals and within ten (10) calendar days for claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the Work or the interpretation of the Construction Contract Documents. The CONSULTANT shall notify the County immediately if more time is required for reasonable cause. As negotiated between the COUNTY and the CONSULTANT, RFI's will be addressed by FMD. The CONSULTANT can provide RFI responses as an additional service based upon the hourly rates set forth in this Agreement.
- 4.3 The CONSULTANT shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures nor safety precautions and programs in connection with the Construction Work nor acts or omissions of the Contractor or Subcontractors of any tier; or any other persons performing any of the Construction Work, nor failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.
- 4.4 The CONSULTANT shall at all times have access to the Work.
- 4.5 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in written and/or graphic form.

#### **5.0 QUALITY CONTROL**

- 5.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents (drawings and specifications) shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The COUNTY and CONSULTANT acknowledge that, after the Construction Contract is signed, the Contractor cannot be required to perform any action that is not required by the Construction Contract Documents. Therefore, the Contractor must know what is expected and required in order to prepare a proper bid or cost proposal. The drawings and specifications must be precise in order to ensure that all necessary test and quality control actions will be performed to demonstrate that required quality levels have been met.
- 5.2 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling and testing requirements to be performed by the Contractor or by an Independent Testing Firm retained by the COUNTY. Include items to be tested and the person(s) who

will perform the test; the number of tests per lot size, cubic yard, ton, square foot, p.s.i., etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure..

## 6.0 MEETINGS

- 6.1 The CONSULTANT shall attend meetings with the COUNTY as required for development of the design and construction documents and as necessary during the Construction Contract Administration Phase. Attendance and participation at such meetings shall be part of the Basic Services. Any meetings not required by this agreement shall be compensated at the hourly rate for the appropriate CONSULTANT staff indicated in the Professional Services Agreement. If required, the Facilities Management Department shall authorize these meetings by advance written notice. END OF EXHIBIT

## 7.0 SCHEDULE MILESTONES

- 7.1 The CONSULTANT'S delivery of the Work Product shall conform to the following durations which will commence upon receipt of a written Notice-to-Proceed from the COUNTY. Durations are in calendar days.

Phase of Services	Precedent Activity or Milestone	Duration
Design Development Documents	Notice-to-Proceed	30
95% Construction Documents	COUNTY DD review comments	50
Final Construction Documents for Issue	COUNTY CD review comments	10
SUBTOTAL		90

Bidding Assistance	Release for Bids	As Req'd.
Duration for preparation of Addendum documents for Bidding	Review comments from City and/or Bidders	3

Construction Contract Administration	Construction Notice-to-Proceed	As Req'd.
--------------------------------------	--------------------------------	-----------

**END OF EXHIBIT**

**EXHIBIT**  
**SCOPE OF SERVICES**  
**Structural Engineering**

**1.0 THE PROJECT**

The project is new construction of the New SMART Building, located in Del Valle in South Austin.

The New SMART Building will consist of 17,500 Square feet and will house the Community Services and Correctional Department.

**2.0 SCOPE OF SERVICES**

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the program requirements.
  - A. Provide foundation design based on the geotechnical report recommendation
  - B. Provide structural steel framing, enclosure, and roof designs based on the latest code requirements and in coordination with the Architectural drawings
  - C. Review project as a whole for areas needing structural design assistance, and provide structural engineering expertise as needed.
- 2.2 Structural design, required construction drawings, specifications and an estimate of cost will be produced by the CONSULTANT under Basic Services and in accordance with all governing codes and regulations, using the best industry practice. Deliverables will be used to solicit bids from contractors and provide direction for the construction of the project. The CONSULTANT will be responsible for providing a design to connect all systems to building power. Scope of structural engineering services will also include structural details as necessary.
- 2.3 The Travis County Facilities Management Department (FMD) will be the Architect-of-Record for the Project.

**3.0 CONSTRUCTION DOCUMENTS**

- 3.1 The CONSULTANT shall prepare construction drawings and specifications completely describing the work and in coordination with the building design and the work of other design disciplines.
- 3.2 Drawings shall be prepared in AutoCAD 2006, or more recent edition. Coordinate the drawings with the COUNTY's drawings as to title block format, sheet numbers and cover sheet information.

- 3.3 Provide complete specifications in Microsoft Word 2000 or more recent version.
- 3.4 Provide Structural design calculations, as necessary for the County and for regulatory agency review and approval, sealed and signed by the CONSULTANT.
- 3.5 "Construction Documents" shall mean all deliverables such as plans, specifications, calculations, sketches and renderings prepared by the CONSULTANT. These shall become the property of the County. The CONSULTANT shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.
- 3.6 The CONSULTANT shall furnish to the COUNTY, for reproduction purposes, the following:
  - A. One set of 100% complete full size construction drawings on bond paper bearing an original signed and dated Engineering seal in required locations.
  - B. One set of specifications, as applicable, bearing an original signed and dated Engineering seal in required locations.
  - C. One copy of the CAD files and Specifications on compact disc.
  - D. One set each of 50% and 95% full size review drawings on bond paper.
  - E. Affix an original signed and dated seal to the original cover sheet of the drawing set at the Facilities Management office.

#### **4.0 CONSTRUCTION CONTRACT ADMINISTRATION**

- 4.1 The Consultant shall be responsible for Construction Contract Administration to the extent the CONSULTANT determines is necessary to verify that the Work is being constructed according to the intent of the construction documents. A final punch list will be required and two (2) follow-up inspections to review completion of the punch list items by the Contractor.
- 4.2 The Consultant shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the COUNTY. Render decisions, in writing, within a time no greater than five (5) calendar days for Requests for Information (RFI'S), no greater than ten (10) calendar days for submittals and no greater than ten (10) calendar days for claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the Work or the interpretation of the Construction Contract Documents. The CONSULTANT shall notify the County immediately if more time is required for reasonable cause.
- 4.3 The CONSULTANT shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures nor safety precautions and programs in connection with the Construction Work nor acts or omissions of the Contractor or Subcontractors of any tier; or any other persons

performing any of the Construction Work, nor failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.

- 4.4 The CONSULTANT shall at all times have access to the Work.
- 4.5 Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in written and/or graphic form.

## **5.0 QUALITY CONTROL**

- 5.1 **Quality Levels and Quality Control Procedures:** The Construction Contract Documents (drawings and specifications) shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The COUNTY and CONSULTANT acknowledge that, after the Construction Contract is signed, the Contractor cannot be required to perform any action that is not required by the Construction Contract Documents. Therefore, the Contractor must know what is expected and required in order to prepare a proper bid or cost proposal. The drawings and specifications must be precise in order to ensure that all necessary test and quality control actions will be performed to demonstrate that required quality levels have been met.
- 5.2 **Field Tests:** Testing requirements shall be set forth identifying the specific inspection, sampling, and testing requirements to be performed by the Contractor, including items to be tested and the person(s) who will perform the test; the number of tests per lot size or cubic yard, ton, square foot, etc.; the testing method used; the required tolerances; and the actions to be taken in the event of failure.

## **6.0 MEETINGS**

- 6.1 The CONSULTANT shall attend meetings with the COUNTY only as required for development of the design and construction documents and as necessary during the Construction Contract Administration Phase. Attendance and participation at such meetings shall be part of the Basic Services. Any meetings not required by this agreement shall be compensated at the hourly rate for the appropriate CONSULTANT staff indicated in the Professional Services Agreement. If required, the Facilities Management Department shall authorize these meetings by advance written notice.

## **7.0 SCHEDULE MILESTONES**

- 7.1 The CONSULTANT'S delivery of the Work Product shall conform to the following durations which will commence upon receipt of a written Notice-to-Proceed from the COUNTY. Durations are in calendar days.

<b>Phase of Services</b>	<b>Precedent Activity or Milestone</b>	<b>Duration</b>
Design Development Documents	Notice-to-Proceed	30
95% Construction Documents	COUNTY DD review comments	50
Final Construction Documents for Issue	COUNTY CD review comments	10
<b>SUBTOTAL</b>		<b>90</b>

Bidding Assistance	Release for Bids	As Req'd.
Duration for preparation of Addendum documents for Bidding	Review comments from Bidders	3

Construction Contract Administration	Construction Notice-to-Proceed	As Req'd.
--------------------------------------	--------------------------------	-----------

**END OF EXHIBIT**



4-2-09 at 4:55pm

# TRAVIS COUNTY PURCHASING OFFICE

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

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

23

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

*Cyd V. Grimes 4/1/09 AB*

**Voting Session: Tuesday, April 7, 2009**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 05AE0138JJ, HOWARD LANE I DESIGN, MARTINEZ, WRIGHT AND MENDEZ DESIGN GROUP. (TNR)**

**Points of Contact:**

**Purchasing:** J. Lee Perry

**Department:** TNR, Joseph P. Gieselman, Executive Manager;  
Steve Manilla, Public Works Director; Chiddi N'jie, Project Manager

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

- **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.
- TNR requests the approval of Change Order number four (4) for the above contract. This Change Order is for additional Right-of-Way parcel sketches and field notes. It also includes design sketches for drainage and erosion control. This Change Order will increase the contract by \$57,629.00 from \$1,075,299.00 to \$1,132,928.00.
- Modification number three (3), approved on September 21, 2007, decreased the contract amount from \$1,094,327.00 to \$1,075,299.00 a decrease of \$19,028.00. The decrease was the result of an overage on the estimated costs for the additional services added in Modification number 2.
- Modification number two (2), approved on August 27, 2007, increased the contract amount from \$1,000,549.00 to \$1,094,327.00, an increase of \$93,778.00. Modification 2 provided additional design services required for water line relocation on the Project.
- Modification one (1), approved on February 24, 2006, increased the contract amount from \$981,177.00 to 1,000,549.00, an increase of \$19,372.00. The increase was for additional services, including; topographic survey, archeological site, report to FEMA, alignment options and public meeting assistance.

- **Contract Expenditures:** Within the last 12 months \$196,687.57 has been spent against this contract.  
 Not applicable

➤ **Contract-Related Information:**

Award Amount: \$981,177.00  
Contract Type: Architect/Engineer  
Contract Period: Through completion

**Contract Modification Information:**

Modification Amount: \$57,629.00 (Firm Amount)  
Modification Type: Architect/Engineer  
Modification Period: Through Completion

➤ **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: N/A

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 462005  
 Funding Account: 508-4931-808-8164  
 Comments: Purchase Order No. 302935

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.  
 Not Applicable



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

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

March 19, 2009

**MEMORANDUM**

TO: Cyd Grimes, Purchasing Agent  
FROM: *Carol B. Gieselman*  
Joseph P. Gieselman, Executive Manager  
SUBJECT: Modification # <sup>4</sup>3 – Howard Lane I Road Improvements  
Contract #05AE0138JJ  
PO #302935

RECEIVED  
TRAVIS COUNTY  
2009 MAR 20 PM 3:42  
PURCHASING  
OFFICE

TNR requests the approval of modification number ~~three (3)~~ <sup>four (4)</sup> for the above contract. This modification is for the following:

1. Additional right-of-way parcels sketches and field notes to accommodate actual number of properties and conditions encountered on the site (\$35,082.00), and
2. Drainage and erosion control design revisions to accommodate changes in site conditions (\$22,547).

This amount will increase the contract amount by \$57,629.00 from \$1,075,299.00 to \$1,132,928.00. The \$57,629.00 is encumbered on requisition number 462005. The account number is 508-4931-808-8164 and the commodity/sub-commodity is 968/054.

If you have any questions or require additional information, please contact Brunilda Cruz at extension 47679 or Chiddi N’Jie at extension 47585.

BC: JPG: bc

Copy: Lee Perry, Purchasing  
Chiddi N’Jie, TNR  
Brunilda Cruz, TNR

*CM*

**MODIFICATION OF CONTRACT NUMBER: 05AE0138JJ Howard Lane Design PAGE 1 OF 9 PAGES**

Last Updated 4-2-09 at 4:55pm

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>J. Lee Perry</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED:  March 25, 2009
ISSUED TO: Martinez, Wright and Mendez Chevy Chase One 7700 Chevy Chase Drive, Ste. 100 Austin, Texas 78752	MODIFICATION NO.:  <b>FOUR (4)</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  December 28, 2004

ORIGINAL CONTRACT TERM DATES: January 24, 2005 – April 28, 2005      CURRENT CONTRACT TERM DATES: January 24, 2005–Through Completion

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$981,177.00      Current Modified Amount \$1,132,928.00

**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set forth below:

- A. Reference EXHIBIT I, Section 1, "Basis for Compensation." The Not-to-Exceed (NTE) fee is changed from \$1,075,299.00 (as approved by Modification number three) to \$1,132,928.00, an increase of \$57,629.00.
- B. The attached 8 page Scope of Services is made a part of the contract. Additions of this scope constitutes the following additional services to the contract:
  - 1. Additional Right-of-Way parcel sketches and field notes: \$35,082.00
  - 2. Drainage and erosion control design revisions: \$22,547.00

Total increase to the contract: \$57,629.00  
  
New NTE Contract Total: \$1,132,928.00

**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.**

**Note to Vendor:**

[XXX] 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>MJM Design Group, Inc</u>	<input checked="" type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Julia Harrod</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3/25/09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>3/30/09</u>

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



www.mwmdesigngroup.com

- d. Storm Drain Plan and Profile
  - e. Headwall Detail
  - f. Temporary ESC Control Plan
  - g. Permanent ESC Control Plan
  - h. Quantity Sheet
5. Prepare the following drawings for inclusion into the plan set:
    - a. Channel Plan and Profile
  6. Revise the Engineer's Opinion of Construction Cost and Bid Tab in accordance with the revisions.
  7. Meet with TNR staff as needed to address comments.
  8. Technical specification revisions are not included in this proposal.

Permitting

The proposed revisions are not within the jurisdictional area identified by the City of Austin for review; therefore, no permitting services are included with this proposal.

Construction Observation

Construction observations services shall be as provided in the existing agreement with TNR .

SCHEDULE OF COMPENSATION

Professional services shall be compensated as follows, in accordance with Attachment A:

Storm Drain System F Redesign	\$ 22,547.00	Hourly not to exceed
-------------------------------	--------------	----------------------

Reimbursable Expenses

Reimbursable expenses shall be as defined in the existing agreement with TNR.

Additional Services

Additional services shall be as defined in the existing agreement with TNR.

Validity of Proposal

This proposal is only valid if executed within a period of 30 (thirty) calendar days from the heading date. Any delay in the project of 6 (six) months or longer duration shall be considered grounds for renegotiation of lump sum and hourly rates cited herein.

Approved:

  
 \_\_\_\_\_  
 MWM DesignGroup, Inc.

11/13/08  
 Date



www.mwmdesigngroup.com

Date: November 13, 2008  
Subject: Storm Drain System F Redesign  
Project: Howard Lane, Dessau to Cameron  
Owner: Travis County  
Contact: Mr. Chiddi N'Jie, PE  
Address: P.O. Box 1748  
411 W. 13th Street  
Executive Office Bldg., 11th floor  
Austin, TX 78701  
Phone: (512) 854-7585  
Fax: (512) 854-4626  
TNR Project: 05AE0138JJ  
MWM Project: 127-10

#### PROJECT DESCRIPTION

The Howard Lane, Dessau to Cameron, project is located in the Northeast sector of Travis County in Precinct 1 and 2. The roadway improvements are proposed to be from two-lane rural roadway to a four-lane urban design section (MAD-4) as determined by the traffic study, with a storm sewer system.

#### SCOPE OF SERVICES

As a result of negotiations with property owners, Travis County Natural Resources (TNR) staff has directed MWM to revised the storm drainage design for System F and G. The revised layout will be in general conformance with the attached sketch.

All services provided under this proposal shall be in accordance with the existing agreement with TNR dated January 20, 2005.

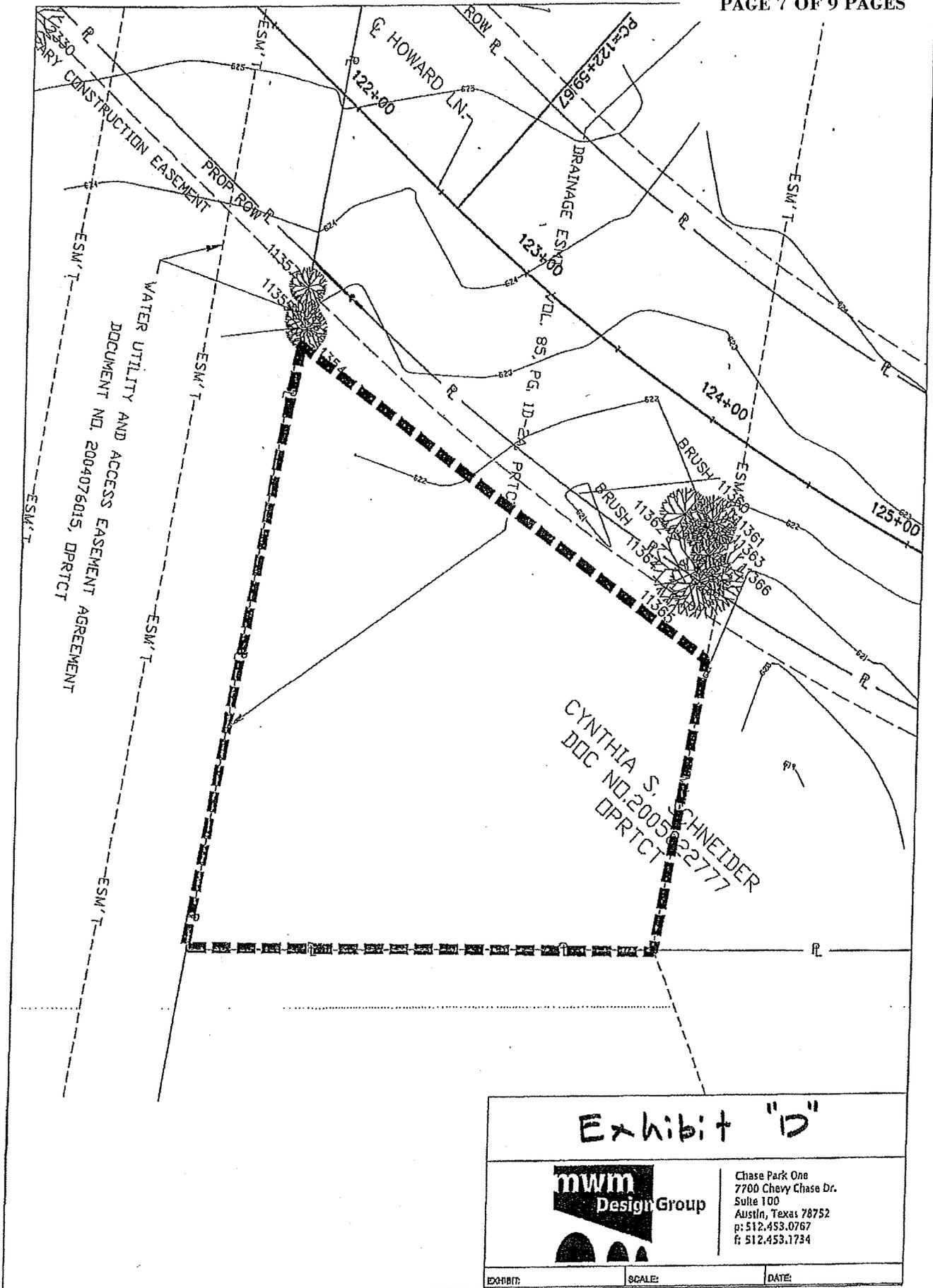
#### Civil Construction Documents

MWM DesignGroup, Inc. shall provide the following civil engineering design services:

1. Prepare a schematic storm drain layout based on the conversations between TNR and MWM. Revise Storm Drain System F and Culvert F Hydraulic Model Revisions and prepare channel hydraulic model.
2. Work by Crespo Consulting to provide detention/retention pond design to 50% design documents for Parcel 18. Original work on design calculations for participation in RSMP were performed by MWM to 80% under original contract.
3. Prepare a summary letter, exhibit, and construction cost estimate of the revised design and meet with TNR staff as needed to address comments.
4. Revise the following drawings in the plan set:
  - a. Drainage Area Map
  - b. Culvert F Plan and Profile
  - c. Inlet Calculation Sheet

Chase Park One  
7700 Chevy Chase Dr.  
Suite 100  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734

Last Updated 4-2-09 at 4:55pm

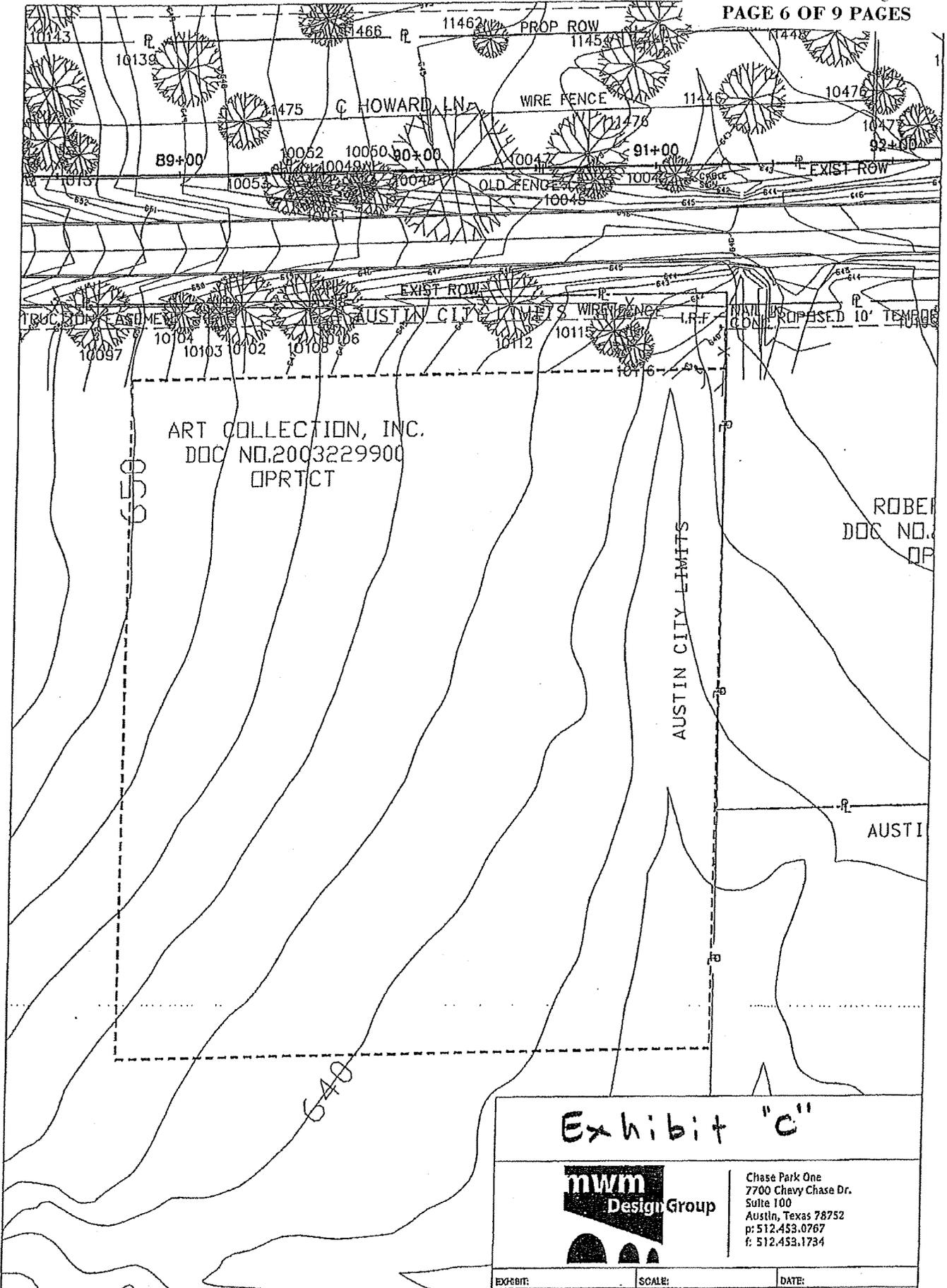


# Exhibit "D"



Chase Park One  
7700 Chevy Chase Dr.  
Suite 100  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734

EXHIBIT: SCALE: DATE:



# Exhibit "C"



Chase Park One  
7700 Chevy Chase Dr.  
Suite 100  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734

EXHIBIT:	SCALE:	DATE:
----------	--------	-------



A

MWM DesignGroup, Inc.

Howard Lane  
 From Dessau Road to Cameron Road

TASK AND DESCRIPTION	PROJECT PRINCIPAL	PROJ MGR/ SR. RPLS	STAFF RPLS	TECHNICIAN	FIELD CREW	GPS 3 UNITS	GPS 2 UNITS	CLERICAL	TOTAL HOURS	COST
	\$133.00	\$130.00	\$123.00	\$80.00	\$133.00	\$300.00	\$200.00	\$50.00		
Additional Services										
1. Title reports/Analyze (6 tracts)		2	4	36					42	\$3,632
2. Metes and bounds (3)		3	12						15	\$1,866
3. Parcel sketches, closure/area calcs. (27)		16		186					202	\$16,960
4. Update ROW maps		2		20					22	\$1,860
5. Field stake easements		1		2	8				11	\$1,354
6. Topo surveys (Exhibit B)		1	2	8	16				27	\$3,144
7. Topo surveys (Exhibit C)		1	2	6	8				17	\$1,920
8. Topo surveys (Exhibit D)		1	3	8	24				36	\$4,331
<b>SUBTOTALS</b>	0	27	23	266	56	0	0	0	372	\$35,067
DIRECT EXPENSE										
Materials, plats, deeds										\$15
<b>TOTAL</b>										\$35,082



www.mwmdesigngroup.com

Date: November 13, 2008  
Project: Howard Lane Improvements  
Client: Travis County  
Contact: Chiddi N'Jie, PE  
Address: 411 W113th Street  
Austin, Texas 78767  
Phone: (512) 854-9383 Fax (512) 854-4626  
Enclosure: Exhibit "A", Fee Breakdown dated 7/16/08  
Exhibits B, C, & D – additional topo areas

As requested, MWM DesignGroup, Inc. (MWM) is submitting this proposal for providing additional professional surveying services on the above referenced project.

The original contract between MWM and the County contained provision for a specified number of title reports, metes & bounds and parcel sketches based on the best information available at the time. Subsequent to negotiation of that original contract, additional title reports, metes & bounds, parcel sketches and topographic surveys for channels and ponds were required to meet the needs of the project as follows:

#### Scope of Services

1. Obtain and review deeds and subdivision plats pertaining to subject tract. Perform office calculations and analysis to re-establish location of subject tract. Perform easement research on properties affected by easement acquisition. This item shall include 6 additional properties (original contract included 38) for a total of 44 properties.
2. Prepare signed and sealed metes and bounds description for 3 additional parts (original contract included 50 parts) for a total of 53 parts. The current ROW map indicates 48. The five not used include:
  - a. Parcels 22: Three metes and bounds for Canterra property including one Drainage & slope easement and ROW in two parts. These were dedicated by property owner after MWM's survey work was complete.
  - b. Parcel 26: the initial drainage & slope easement prepared by MWM was reconfigured and provided by property owner
  - c. Parcel 39: This parcel involves ROW acquisition needed for the future intersection configuration at Cameron Road. TNR decided to pursue acquisition at later date
3. Prepare parcel sketches for 27 additional parcels (original contract included 50) for a total of 77. The current ROW map indicates 71. The six not used include:
  - a. Parcel 22 (3 parts): see scope item 2
  - b. Parcel 26: see scope item 2
  - c. Parcel 39: see scope item 2
  - d. Parcel 42: a temporary construction easement recommended by MWM, but not pursued by TNR due to difficulty in reaching agreement with property owner
4. Prepare closure and area calculation for parcels outlined in item 3 above.
5. Update ROW plans to reflect additional parcels.

Chase Park One  
7700 Chevy Chase Dr.  
Suite 100  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734



www.mwmdesigngroup.com

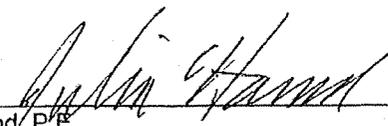
6. Field stake parcels as identified in the metes and bounds description.
7. Provide additional topographic survey for three proposed channel and pond locations (refer to Exhibits B, C, and D)

MWM proposes to provide the additional professional services outlined above for an amount not to exceed \$35,082.00. The fee breakdown is shown on Exhibit "A" dated 7/16/08.

**Land Surveying**

Complaints on the land surveying services provided by MWM DesignGroup, Inc. can be directed to the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753, (512) 239-5263.

Approved:

  
\_\_\_\_\_  
Julia M. Harrod, P.E.  
Principal  
MWM DesignGroup, Inc.

11/13/08  
Date

# Travis County Commissioners Court Agenda Request

Meeting Date: April 7, 2009

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

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF NIKELLE S. MEADE TO THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, EFFECTIVE IMMEDIATELY THROUGH FEBRUARY 2011.**

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.

Joe Gieselman, TNR	Carol Joseph, TNR

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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

RECEIVED COUNTY JUDGE'S OFFICE 09 MAR 31 PM 5:28

Brown M<sup>c</sup>Carroll  
L.L.P.

111 Congress Avenue, Suite 1400, Austin, Texas 78701-4043  
512-472-5456 fax 512-479-1101  
direct (512) 479-1147 nmeade@maillbmc.com

RECEIVED  
COUNTY CLERK'S OFFICE  
09 MAR 23 PM 5:26

March 24, 2009

The Honorable Sam Biscoe  
Travis County Commissioners Court  
314 West 11<sup>th</sup> Street, Suite 520  
Austin, Texas 78701

Re: Request for Reappointment to Board of Directors --  
Central Texas Regional Mobility Authority

Dear Judge Biscoe:

Attached is my letter formally requesting reappointment to the CTRMA board of directors. I apologize for the delay in getting this to you, but I wanted to speak with Commissioner Eckhardt about this prior to formally applying and finally had the opportunity to do so two weeks ago.

Please let me know what additional information you need from me. I would like to have this on the earliest possible agenda, and I am available to be at the Court if needed all Tuesdays through May. Thank you, and let me know what other information you need from me.

Sincerely,



Nikelle S. Meade

Enclosure

March 24, 2009

The Honorable Sam Biscoe  
Commissioner Ron Davis, Precinct 1  
Commissioner Sarah Eckhardt, Precinct 2  
Commissioner Karen Huber, Precinct 3  
Commissioner Margaret Gomez, Precinct 4  
Travis County Commissioners Court  
314 West 11<sup>th</sup> Street  
Austin, Texas 78701

Re: Request for Reappointment to Board of Directors –  
Central Texas Regional Mobility Authority

Judge Biscoe and Commissioners:

By this letter, I am requesting reappointment to the Board of Directors of the Central Texas Regional Mobility Authority. I have served since March, 2007, when I was appointed by the Court to fill the unexpired term of resigning board member Johanna Zmud. Since that time, I have participated actively in the Board, serving on ad hoc committees for executive director evaluation and board training; serving as a member of the International Bridge, Tunnel, Turnpike Association; and representing the Authority at the Texas Transportation Forum. I have also recently been elected by the board members to chair the committee which will oversee right-of-way acquisition for the Manor Expressway project and the Authority's other future projects.

It has been my pleasure and an honor to serve as one of Travis County's appointees to the Board, and I look forward to continuing my service for a full term. I continue to believe that transportation is one of our community's most critical issues and that how we address it now will greatly impact how and whether Central Texas has a successful future. As a member of the CTRMA, I am able to be an integral part of worthwhile transportation solutions.

I have attached to this letter my bio and resumé and a page from the Authority's annual report with comments from me about one of our projects, the Manor Expressway. Please let me know if any additional information is needed.

Sincerely,



Nikelle S. Meade

Enclosures

4253402.2

1.204 Austin • Dallas • Houston • El Paso

## **NIKELLE S. MEADE**

Nikelle S. Meade is an attorney and Partner with the law firm of Brown McCarroll, L.L.P. in Austin, Texas, becoming associated with the firm in 1998. During prior legal appointments she has served as Judicial Intern for Justice Jack Hightower of the Supreme Court of Texas in 1995, as a Legislative Intern for State Representative Dawnna M. Dukes in 1997, and as an Associate Attorney with the law firm of Minter Joseph & Thornhill, P.C. from 1995 to 1998.

Her practice involves representation of clients before local, state, and federal departments and agencies, and she provides legal advice in the areas of procurement, transportation, commercial and residential real estate, business negotiations and transactions, economic development incentives, zoning, platting and land use.

Ms. Meade's professional affiliations include the State Bar of Texas, the College of the State Bar, the Travis County Bar Association, the American Planning Association, the Texas Chapter of the American Planning Association, the Austin Young Lawyers Association, the Real Estate Council of Austin, and the Central Texas Regional Mobility Authority.

Ms. Meade received a Bachelor of Arts degree in English Literature and Psychology from the University of Texas at Austin in 1992 and a Doctorate of Jurisprudence from the University of Texas School of Law in 1995.

**NIKELLE SUSANNE MEADE**  
**Partner**

Direct: 512-479-1147  
Email: [nmeade@mailbmc.com](mailto:nmeade@mailbmc.com)  
[www.brownmccarroll.com](http://www.brownmccarroll.com)

**Legal Experience**

Practice includes matters and transactions in the areas of real estate, land use law, government contracting, construction, annexation, municipal law, and housing law. In addition, she is experienced in commercial transactions including: representation of clients in acquisition, divestiture, and leasing of commercial property; real estate development law including zoning, permitting, land use planning; development application processing and representation before local City councils, zoning boards of adjustment, planning commissions, local governing bodies, and state and local agencies; housing law, including housing bonds, tax credits, and financing.

**Representative Project Experience**

- Served as legal counsel for The Forum P.U.D., a mixed-use commercial and residential planned unit development in southwest Austin, Texas.
- Served as legal counsel for Rainey Street Condominiums, a luxury condominium development proposed for Austin's central business district.
- Served as legal counsel for Minerva, Ltd., as related to its St. Elmo Condominiums development in central Austin, Texas.
- Served as legal counsel for The Enclave Villas Condominiums in southwest Austin, Texas.
- Served as development counsel for Woodway Village Apartments, an affordable housing, development in southeast Austin, Texas.
- Served as legal and development counsel for Related Capital and The Wellington Companies as related to their Mountain Ranch multi-family affordable housing development, Country Club Creek multi-family affordable housing development, and the proposed Stonebridge Park Apartments multi-family affordable housing development, all in Austin, Texas.
- Serve as legal counsel for Meyer Development, L.P., as related to its 400-unit Campus Crossing multifamily student housing development in Austin, Texas, and its 40-unit Riverside Condominiums development in Austin, Texas.
- Serve as legal counsel for Comanche Canyon Ranch Development Corporation as related to its development of a 430-acre mixed-use commercial and estate residential planned unit development in Travis County, Texas.
- Serve as legal counsel for Campbell-Hogue & Associates, Inc., as related to its Fort Branch at Trumann's Landing development, a 500-unit affordable housing multi-family development in southeast Austin, Texas, and its Heatherwilde Park Apartments, an affordable housing retirement community in Pflugerville, Texas.

**Additional Professional Training**

- American Planning Association Municipal Planning Short Course for Planning Officials, October 2000

- Environmental Liabilities Negotiation Course, presented by Baker & Botts, L.L.P., January-May 1995

#### **Education**

- Doctor of Jurisprudence, The University of Texas School of Law, 1995
  - Endowed Presidential Scholar, 1992-1995
- Bachelor of Arts, English and Psychology, The University of Texas at Austin, 1992

#### **Professional Licenses**

- Attorney at Law, Texas, 1995

#### **Court Admissions**

- Supreme Court of Texas

#### **Prior Professional Experience**

- Office of Texas State Representative Dawnna M. Dukes, 75th Legislative Session, 1997
- Supreme Court of Texas, Justice Jack Hightower, Intern, 1995
- Minter Joseph & Thornhill, P.C., Associate, 1995-1998

#### **Speeches and Publications**

- *Austin Permit Process: Updates and Case Studies*, CCIM Austin "Hot Topics" Symposium 2008, Speech
- *Alternative Approaches to Affordable Housing*, 2002, Conference: Travis County Bar Association Annual Land Use Law Conference
- *SB510- Overview of Legislation & Legalities*, 2001, Conference: SB510/Governmental Contracting
- *On-site Sewage Facilities, New Laws*, 2000, TCBA Annual Land Use Institute, Speech
- *Legislative Update*, 1999, Travis County Bar Association Annual Land Use Law Conference, Speech
- *Ethics Considerations Related to Regulatory Takings: Conflicts, The Revolving Door, and Communication with Third Parties*, Austin, Texas, April 1998, Article
- *Laws Relating to Species Protection*, Austin, Texas, January 1995, Article

#### **Professional Memberships and Activities**

- Texas Residential Construction Commission, Mold Remediation Task Force, 2005
- International Council of Shopping Centers, Member
- American Planning Association, Member of State Chapter and National Chapter
- Federally Qualified Health Centers, Board of Directors, 2001-Present
- State Bar of Texas, Real Estate, Probate & Trust Law Section and Business Section
- Travis County Women Lawyers' Association
- Real Estate Council of Austin, Board of Directors, 2002
- Austin Black Lawyers' Association
- Austin Bar Association, Real Estate Section
- City of Austin Annexation Transition Task Force, 1998. Appointed January 1, 1998 by Mayor Kirk Watson
- Austin Area Research Organization
- Austin Young Lawyers' Association

#### **Honors**

- *Austin Under Forty*, Winner, Legal Category, 2007

- *Texas Rising Star*, named by Law and Politics Media, Inc. and Published in *Texas Monthly*, 2004, 2005 and 2006
- Cain Foundation Public Interest Fellowship
- Texas Teaching Excellence Award Selection Committee
- University of Texas School of Law Student Bar Association Board of Governors, American Bar Association Delegate

**Community Involvement**

- Central Texas Regional Mobility Authority, appointed by the Travis County Commissioners Court, 2007
- AARO, Austin Area Research Organization, Water Committee Member
- Austin Parks Foundation, Board of Directors
- Hill Country Conservancy, Land Committee Chairman; Board of Directors
- Habitat for Humanity, Facilities Committee Chairman; Treasurer; Executive Committee Member; Board of Directors
- Ebenezer Child Development Center, Board of Directors
- Austin/Travis County Federally Qualified Health Centers, Finance Committee Chairman; Board of Directors
- Volunteer Legal Services of Austin, Volunteer Attorney



*"We are continually faced by great opportunities brilliantly disguised as insoluble problems."*

Lee Iacocca

## Manor Expressway on the Road to Completion

Just a few years ago, improvements to US 290 East (Manor Expressway) weren't even on the local radar screen. However, with the completion of the SH 130 toll road and the proliferation of high-tech employers along the corridor, local leaders began to realize how critical the roadway was to the economic growth of the region. As a result, in 2004 the project was placed on the fast track, and TxDOT handed responsibility for developing the Manor Expressway over to the Mobility Authority.

Since then, the Mobility Authority has been conducting a Traffic and Revenue Study and developed a schematic design. During Fiscal Year 2008, the Mobility Authority moved one step closer to construction by procuring several engineering firms to complete the final design of the project. In another attempt to expedite the development of the project, the Mobility Authority choose to procure three prime engineering firms to work concurrently and design the project in the shortest time possible.

In the coming year, final agreements are expected to be reached with TxDOT and the Capital Area Metropolitan Planning Organization regarding toll rates for the project, and final environmental approvals are anticipated. If these efforts remain on schedule, construction on the Manor Expressway could begin as early as January 2010 with completion expected in 2013.

*"We are sensitive to the unique challenges of this area and are taking proactive steps to make sure our projects are beneficial not just to commuters but also to the residents who live near our roads. Besides creating jobs and improving mobility in these communities, the US 290 East project will incorporate context sensitive design features adopted through community input that will help beautify this area of town. At the same time, we are developing special toll payment options to accommodate customers who may not use banks or have access to credit cards and computers. We are also looking at ways to increase transportation options for residents who live along our corridors."*



**Nikelle Meade**  
Board Member

### Travis County Commissioners Court Agenda Request

Meeting Date: April 7, 2009

I. A. Requestor: Tax Office Phone # 854-9473

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES TO TEXPOOL FOR THE TRAVIS COUNTY TAX ASSESSOR COLLECTOR'S OFFICE.**

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.

Mary Mayer, 49085	
Dusty Knight, 49702	

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.



## Resolution Authorizing Participation in TexPool and Designating Authorized Representatives

**WHEREAS,** Travis County Tax Office Location #78311

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS,** it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS,** the Texas Local Government Investment Pools ("TexPool"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

**NOW THEREFORE,** be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool, for the purpose of transmitting local funds for investment in TexPool.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List the authorized representatives of the Participant. These individuals will be issued Personal Identification Numbers (PINs) to transact business via the phone with a Participant Services Representative.

1. Name: Nelda Wells Spears Title: Tax Assessor-Collector  
 Phone/Fax/Email: (512) 854-9005/(512) 854-9233/Nelda.Spears@co.travis.tx.us  
 Signature: *Nelda Wells Spears*

2. Name: Dusty Knight Title: Chief Deputy  
 Phone/Fax/Email: (512) 854-9702/(512) 854-9233/Dusty.Knight@co.travis.tx.us  
 Signature: *Dusty Knight*

3. Name: Renea Deckard Title: Associate Deputy  
 Phone/Fax/Email: (512) 854-9632/(512) 854-9233/Renea.Deckard@co.travis.tx.us  
 Signature: *Renea Deckard*

4. Name: Patti Smith Title: Financial Manager  
 Phone/Fax/Email: (512) 854-9268/(512) 854-9235/Patti.Smith@co.travis.tx.us  
 Signature: *Patti Smith*

ORIGINALS REQUIRED

TEX – ENROLL

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Last Updated 4/2/09 at 4:55 pm

Name: Patti Smith

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: Karen Doane Title: Senior Accountant  
Phone/Fax/Email: (512) 854-4201/(512) 854-9235/Karen.Doane@co.travis.tx.us

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_.

**NAME OF PARTICIPANT:** Travis County Tax Office

**BY:** \_\_\_\_\_  
Signature  
Samuel T. Biscoe  
Printed Name  
Travis County Judge  
Title

**ATTEST:** \_\_\_\_\_  
Signature  
Dana DeBeauvoir  
Printed Name  
Travis County Clerk  
Title

**OFFICIAL SEAL**

ORIGINALS REQUIRED

TEX – ENROLL



RECEIVED  
COUNTY JUDGE'S OFFICE  
09 MAR 31 PM 5:12

# Travis County Commissioners' Court Agenda Request

Meeting Date: April 7, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. LEGISLATION RELATING TO EMINENT DOMAIN AND CONDEMNATION, INCLUDING HOUSE BILLS 4, 369, 402, 417, 1125, 1385, 1432, 1483, 1534, 1536, 2110, 2387, 2685, and 3709, AND HOUSE JOINT RESOLUTIONS 14, 31 and 65.
- B. LEGISLATION RELATING TO CRIMINAL JUSTICE REFORM AND RE-ENTRY ISSUES, INCLUDING HOUSE BILLS 612, 1335, 2100, and 2161, AND SENATE BILL 1783.
- C. HOUSE BILL 3158, RELATING TO THE ACCUMULATION AND PAYMENT OF SICK LEAVE FOR EMPLOYEES IN CERTAIN SHERIFF'S DEPARTMENTS.
- D. HOUSE BILL 3607, RELATING TO THE AMENDMENT OF CHAPTER 2256, TEXAS GOVERNMENT CODE.
- E. STATUS REPORT ON TRAVIS COUNTY LEGISLATIVE PRIORITIES, INCLUDING HOUSE BILLS 1119, 1440, 1531, 1981, 2162, 2167, 2414, 2693, 3468, 3585, 3616, 3787, 3963, 4175, and 4262, AND SENATE BILLS 497, 578, 1299, 2202, 2280, 2451, and 2452

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

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

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

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

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.

**NONE APPLICABLE.**

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Alicia Perez, Executive Manager  
Administrative Operations  
Phone: 854-9343  
Email: Alicia.Perez@co.travis.tx.us

Rodney Rhoades, Executive Manager  
Planning and Budget Office  
Phone: 854-9106  
Email: rodney.rhoades@co.travis.tx.us

Danny Hobby, Executive Manager  
Emergency Medical Services  
Phone: 854-4416  
Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager  
Transportation and Natural Resources  
Phone: 854-9383  
Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager  
Justice and Public Safety  
Phone: 854-4415  
Email: ROGER.JEFFERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager  
Health and Human Services  
Phone: 854-4101

**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.

Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes

Purchasing Agent

Phone: 854-9700

Email: CYD.GRIMES@co.travis.tx.us

David Escamilla

County Attorney

Phone: 854-9415

Email: David.Escamilla@co.travis.tx.us

Susan Spataro

County Auditor

Phone: 854-9125

Email: Susan.Spataro@co.travis.tx.us

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
Travis County Commissioners' Court Agenda Request  
09 MAR 30 11:02 AM '09

Voting Session: April 7, 2009  
(Date)

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

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

B. Requested Text: Consider and take appropriate action on purchase contract with John W. and Leslie Susan Gann for the acquisition of land in connection with the Balcones Canyonlands Conservation Plan. (Executive session pursuant to Tex. Gov't Code Section 551.072.)

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

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

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

John Hille	854-9415	Jon White	854-9383
Kevin Connally	854-7213	Rose Farmer	854-9383
Lisa Dean	854-7616		

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)

- X \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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

33

**Travis County Commissioners Court Agenda Request**

Voting Session: **04/07/2009**

Working Session: **04/07/2009**

A. **Request made by:** County Attorney's Office

  
Signature of Assistant County Attorney

B. **Requested Text:** Consultation with the County Attorney regarding Mountain View Estates Subdivision and take appropriate action. (Executive session pursuant to: TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

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

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials and telephone numbers that are affected or involved with this request. Send a copy of this Agenda Request and backup to them:

Joe Gieselman  
 Anna Bowlin  
 Stacey Scheffel  
 Teresa Calkins  
 John Hille  
 Kevin Morse  
 Gary Duncan Martin  
 Christopher Gilmore

RECEIVED  
 COUNTY JUDGE'S OFFICE  
 09 APR - 1 AM 10:43

**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.

# IRION | SLADE

ATTORNEYS & COUNSELORS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY

Terrence L. Irion  
*Attorney at Law*

2224 Walsh Tarlton  
Suite 210  
Austin, Texas 78746

512.347.9977  
Fax: 512.347.7085  
tirion@isblaw.com

March 30, 2009

VIA EMAIL AND U.S. MAIL

The Honorable Samuel T. Biscoe  
Travis County Judge  
Travis County Commissioners  
Ron Davis, Precinct 1  
Sarah Eckhardt, Precinct 2  
Karen Huber, Precinct 3  
Margaret Gomez, Precinct 4  
314 W. 11<sup>th</sup> Street, Fifth Floor  
Austin, Texas 78701

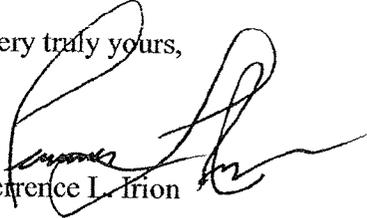
Re: Mountain View Subdivision

Dear Judge Biscoe and Commissioners:

In accordance with the provisions of §232.076, Local Gov't. Code and on behalf of my client Nicholas Peter, Inc., owner of the lots and blocks in Mountain View Subdivision, a subdivision of record in Plat Book 4, Page 243, Plat Records of Travis County, Texas described in Exhibit "A" attached hereto and incorporated herein by reference, hereby respectfully requests that the Commissioners Court determine if the plat of Mountain View Subdivision has been approved by the Commissioners Court and issue its determination within 20 days as required by §232.076, Local Gov't. Code.

Thank you for your attention to this matter.

Very truly yours,

  
Terrence L. Irion

TLL:lm

Enclosure

Cc: Joe Gieselman  
Vlada Ruzicka

**EXHIBIT "A"**

Mountain View Subdivision, a plat of record in Book 4, Page 247 Plat Records of Travis County, Texas.

Block 1, Lots 7-8

Block 2, Lots 7-11, 14-16

Block 3, Lots 17, 20-23

Block, 9, Lots 1-3, 5-19, 23, 24, 26, 31

Block 10, Lot 3

Block 11, Lots 1, 2, 4-9

Block 12, Lots 1-3, 5-10, 13, 19-21, 23-30, 32-34

Block 13, Lots 11-12

# IRION | SLADE

ATTORNEYS & COUNSELORS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY

**Terrence L. Irion**  
*Attorney at Law*

2224 Walsh Tarlton  
Suite 210  
Austin, Texas 78746

512.347.9977  
Fax: 512.347.7085  
tirion@isblaw.com

March 30, 2009

VIA EMAIL AND U.S. MAIL

Ms. Susan Groce  
Assistant City Attorney  
City of Austin  
721 Barton Springs Road  
Austin, Texas 78704

VIA EMAIL AND U.S. MAIL

Ms. Victoria Li  
Director of Watershed Protection  
Development Review Department  
City of Austin  
505 Barton Springs Road  
Austin, Texas 78704

Re: Mountain View Subdivision (the "Subdivision")

Dear Ms. Groce and Ms. Li:

This letter is written in response to Ms. Groce's letter of March 10, 2009, in which Ms. Groce advises me why Austin Energy will not lift the hold currently placed on connection of electric meters on certain residential lots within the Subdivision.

It is my understanding that Austin Energy is an entity described by §212.012(b), Local Gov't. Code. As such, Austin Energy is authorized, and in fact required, to withhold service of utility connections unless Austin Energy has been presented with a certificate applicable to the land issued under §212.0115, Local Gov't. Code.

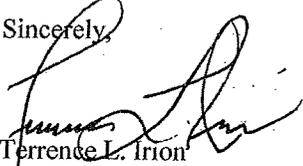
Accordingly, on behalf of my client, Nicholas Peter, Inc., owner of the lots and blocks in Mountain View Subdivision attached hereto and incorporated herein by reference as Exhibit "A". I hereby request a certificate for each of said lots that the plat of Mountain View Subdivision has been approved and recorded in accordance with §212.0115(b), Local Gov't. Code. If you determine that, in fact, the plat has been prepared and approved by the applicable authority, I would request that you issue to Nicholas Peter, Inc. a written certification of that determination.

Request is made for your determination regarding the issuance of said certificates within 20 days as required by §212.0115(f), Local Gov't. Code.

If the City has delegated in writing the ability to perform any of the responsibilities under §212.0115 to a person other than the addressee, please advise to whom such authority has been delegated.

Thank you four your prompt attention to this matter.

Sincerely,

  
Terrence L. Irion

TLI:lm:

Cc: Roger Duncan  
Leon Barber  
Julie Lipton  
Vlado Ruzicka

**EXHIBIT "A"**

---

Mountain View Subdivision, a plat of record in Book 4, Page 247 Plat Records of Travis County, Texas.

Block 1, Lots 7-8

Block 2, Lots 7-11, 14-16

Block 3, Lots 17, 20-23

Block, 9, Lots 1-3, 5-19, 23, 24, 26, 31

Block 10, Lot 3

Block 11, Lots 1, 2, 4-9

Block 12, Lots 1-3, 5-10, 13, 19-21, 23-30, 32-34

Block 13, Lots 11-12



WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

# STOP WORK ORDER

(Austin/Travis County Subdivision Regulations, Section 30-1-451)

## ALL WORK MUST CEASE UNDER THIS ORDER

THE FOLLOWING AUSTIN CITY CODE VIOLATIONS HAVE BEEN

OBSERVED AT: MOUNTAIN VIEW SUBDIVISION

PERMIT NUMBER: C8J-46-1744-OB(EXP) DATE: 3-31-2009

- FAILURE TO OBTAIN AN APPROVED SUBDIVISION CONSTRUCTION PLAN (SECTION 30-1-112)
- FAILURE TO DEVELOP IN ACCORDANCE WITH A RELEASED SUBDIVISION CONSTRUCTION PLAN (SECTION 30-2-101)
- FAILURE TO PROVIDE ADEQUATE EROSION AND SEDIMENTATION CONTROL (SECTION 30-5-181)
- CUT/FILL IN EXCESS OF FOUR FEET (SECTION 30-5-341 AND SECTION 30-5-342)
- WATER QUALITY CONTROLS REQUIRED (SECTION 30-5-211)
- USING OR OCCUPYING IMPROVEMENTS WITHOUT A CERTIFICATE OF COMPLIANCE (SECTION 30-1-391)
- FAILURE TO HOLD A PRECONSTRUCTION CONFERENCE (SECTION 30-1-331)
- OTHER: \_\_\_\_\_

ALL WORK MUST CEASE UNDER THIS ORDER WITH THE EXCEPTION OF THE INSTALLATION OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS UNDER THE DIRECTION OF THE INSPECTOR IDENTIFIED BELOW. ALL CITY OF AUSTIN INSPECTIONS AND UTILITY CONNECTIONS WILL CEASE BY NOTICE OF THIS "STOP WORK" ORDER TO THE APPROPRIATE CITY OF AUSTIN DEPARTMENT.

CONTACT PHILLIP HOULTON, INSPECTOR, AT 974-2873 AND CORRECT ALL VIOLATIONS BEFORE PROCEEDING WITH ANY WORK. FAILURE TO DO SO WILL RESULT IN FURTHER LEGAL ACTION BY THE CITY OF AUSTIN INCLUDING CRIMINAL PENALTIES AND FINES OF UP TO \$2000.00 PER DAY.

IF YOU WISH TO APPEAL THIS ORDER, YOU MUST SUBMIT A WRITTEN APPEAL WITHIN THREE (3) DAYS OF THE DATE OF THIS ORDER TO:

AUSTIN/TRAVIS COUNTY SINGLE OFFICE  
CITY OF AUSTIN  
P.O. BOX 1088  
AUSTIN, TEXAS 78767

BE ADVISED THAT THE APPEAL WILL NOT STAY THIS ORDER. FOR APPEAL PROCEDURES, SEE AUSTIN CITY CODE, SECTION 30-1.

2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, April 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 24, 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 24, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 24<sup>th</sup> day of March 2009, the Commissioners' Court convened the Voting Session at 9:18 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 10:32 AM.

The Commissioners Court reconvened the Voting Session at 11:24 AM.

The Commissioners Court recessed the Voting Session at 12:08 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM and adjourned at 1:58 PM.

The Commissioners Court, meeting as the Capital Health Facilities Development Corporation, convened at 1:58 PM and adjourned at 1:59 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:59 PM and adjourned at 2:00 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 2:00 PM and adjourned at 2:01 PM.

The Commissioners Court reconvened the Voting Session at 2:01 PM.

The Commissioners Court retired to Executive Session at 2:34 PM.

The Commissioners Court reconvened the Voting Session at 5:03 PM.

The Commissioners Court adjourned the Voting Session at 5:12 PM.

**PUBLIC HEARINGS**

- 1. RECEIVE COMMENTS ON A REVISED PLAT OF LOT 1, BLOCK FFF, HILLTOP MANOR SUBDIVISION AND LOT 19, BLOCK RR, TWIN LAKE HILLS SUBDIVISION (2 TOTAL LOTS). (COMMISSIONER HUBER) (ACTION ITEM #16) (9:19 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 16 for a summary of the action item.

**Motion by** Judge Biscoe **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, Transportation and Natural Resources (TNR).

**Motion by** Judge Biscoe **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



**CONSENT ITEMS**

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve the following Consent Item: C1 and Items 7.A&B, 9, 10, 11, 14, 15, 16, 17, 20, 21, 24, 25, 26, and 27.A-C. (9:32 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

**SPECIAL ITEMS**

3. RECEIVE STATUS REPORT REGARDING THE GOVERNOR'S REQUEST FOR A PRESIDENTIAL DISASTER DECLARATION DUE TO DROUGHT CONDITIONS. (9:37 AM)

**Members of the Court heard from:** Danny Hobby, Executive Manager, Travis County Emergency Services.

Discussion only. No formal action taken.

- 4. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:45 AM)

**Members of the Court heard from:** Hershel Lee, Assistant Fire Marshal.

**Motion by** Judge Biscoe **and seconded by** Commissioner Huber that we approve and order prohibiting outdoor burning.

**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 County Judge noted that if Travis County residents have any questions regarding the prohibition on outdoor burning they can call:

- The Fire Marshal's Office at 512-854-4621,
- The Emergency Services Department at 512-854-9637; or,
- Check the website at [www.co.travis.tx.us/fire\\_marshal](http://www.co.travis.tx.us/fire_marshal).

- 5. RECEIVE PRESENTATION AND TAKE APPROPRIATE ACTION REGARDING THE UNITED STATES 2010 CENSUS. (9:48 AM)

**Members of the Court heard from:** Lupe Ochoa, Partnership Specialist, United States Census Bureau.

Discussion only. No formal action taken.

PLANNING AND BUDGET DEPT. ITEMS

- 6. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:36 AM)

**Clerk's Note:** Items 6 and 8 are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Leroy Nellis, Budget Manager, Planning and Budget Office (PBO).

**Motion by Commissioner Davis and seconded by Commissioner Gómez** to approve Items 6 and 8.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 7. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:32 AM)
  - A. GRANT CONTRACT WITH THE EMERGENCY FOOD AND SHELTER LOCAL BOARD FOR HEALTH AND HUMAN SERVICES TO CONTINUE TO PROVIDE EMERGENCY UTILITY ASSISTANCE TO QUALIFIED TRAVIS COUNTY RESIDENTS; AND
  - B. GRANT CONTRACT AMENDMENT WITH THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR ADDITIONAL REIMBURSEMENT FOR THE TITLE IV-E LEGAL ADMINISTRATION PROGRAM IN THE DISTRICT ATTORNEY'S OFFICE.

**Clerk's Note:** Items 7.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON REIMBURSEMENT RESOLUTIONS RELATED TO FISCAL YEAR 2009 CERTIFICATES OF OBLIGATION. (9:36 AM)

**Clerk's Note:** Items 6 and 8 are associated with one another and were called for concurrent discussion. Please refer to Item 6 for a summary of the action taken by the Court.

### ADMINISTRATIVE OPERATIONS ITEMS

9. 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 \$440,272.63 FOR THE PERIOD OF MARCH 6 TO MARCH 12, 2009. (9:32 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 ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:32 AM)

**Clerk's Note:** Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### JUSTICE AND PUBLIC SAFETY ITEMS

11. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE ON AN INTERNSHIP AGREEMENT BETWEEN ST. EDWARD'S UNIVERSITY AND TRAVIS COUNTY. (9:32 AM)

**Clerk's Note:** Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**PURCHASING OFFICE ITEMS**

- 12. APPROVE CONTRACT AWARD FOR ASSORTED SANDS FOR COUNTY PARKS, ROADS AND BRIDGES, IFB NO. B090076NB, TO THE LOW BIDDER, TXI OPERATIONS LP. (10:12 AM)

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 12.

**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

- 13. APPROVE PROFILE AND AGREEMENT BETWEEN TRAVIS COUNTY AND JPMORGAN CHASE BANK FOR PARTICIPATION IN PROCUREMENT CARD AND CORPORATE TRAVEL CHARGE CARD PROGRAMS. (10:13 AM)

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 13.

**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

**Clerk's Note:** The County Judge noted that the cards would only be used by the Purchasing Department.

- 14. APPROVE CONTRACT NO. PS090069ML WITH LISA MILLER FOR RELIEF PHARMACY SERVICES. (9:32 AM)

**Clerk's Note:** Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 07C001660J, FROST INSURANCE AGENCY, INC., FOR BENEFITS REVIEW SERVICES FOR TRAVIS COUNTY. (9:32 AM)

**Clerk's Note:** Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

16. CONSIDER AND TAKE APPROPRIATE ACTION ON A REVISED PLAT OF LOT 1, BLOCK FFF, HILLTOP MANOR SUBDIVISION AND LOT 19, BLOCK RR, TWIN LAKE HILLS SUBDIVISION (2 TOTAL LOTS). (COMMISSIONER HUBER) (9:32 AM)

**Clerk's Note:** Item 16 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION 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. (COMMISSIONER HUBER) (9:32 AM)

**Clerk's Note:** Item 17 is the action item for the public hearing on Agenda Item 2.

**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 AN AGREEMENT TO CONTRIBUTE FUNDS-LOCAL GOVERNMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO RM 2769, IN PRECINCT THREE. (COMMISSIONER HUBER) (10:25 AM)

**Members of the Court heard from:** Steve Manilla, Director, Public Works, TNR.

**Motion by** Judge Biscoe **and seconded by** Commissioner Huber to approve Item 18.

**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

- 19. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF AUSTIN FOR IMPROVEMENTS TO BULLICK HOLLOW ROAD REQUIRED TO FACILITATE THE CONSTRUCTION OF WATER TREATMENT PLANT NO. 4, IN PRECINCT THREE. (COMMISSIONER HUBER) (10:26 AM)

**Members of the Court heard from:** Steve Manilla, Director, Public Works, TNR.

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to approve Item 19.

**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. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN IN PRECINCT THREE: COVES AT SKY RANCH SUBDIVISION (16 TOTAL LOTS). (COMMISSIONER HUBER) (9:32 AM)

**Clerk's Note:** Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 21. CONSIDER AND TAKE APPROPRIATE ACTION ON THE USE OF TRAVIS COUNTY'S ALTERNATIVE FISCAL AGREEMENT FOR THE BLUFFS AT LAKE TRAVIS, A PRIVATE STREET SUBDIVISION IN PRECINCT THREE. (COMMISSIONER HUBER) (9:32 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:59 AM)

- A. REVISED PRELIMINARY PLAN IN PRECINCT THREE: RGK RANCH SUBDIVISION; AND

- B. FINAL PLAT IN PRECINCT THREE: LOT 15B, BLOCK 2, RGK RANCH COMMERCIAL UNIT A. (COMMISSIONER HUBER)

**Clerk's Note:** Items 22.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Anna Bowlin, Program Manager, Planning and Engineering, TNR; Pix Howell, Concept Development Planning, representing RGK Ranch; and Christopher Gilmore, Assistant County Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve the requested action in Items 22.A&B.

**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	abstain
Precinct 4, Commissioner Margaret J. Gómez	yes



25. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF FEBRUARY, 2009. (9:32 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 THE REVISED MANAGEMENT REPRESENTATION LETTER TO BE PROVIDED TO DELOITTE & TOUCHE, LLP REGARDING FISCAL YEAR 2008 COUNTY-WIDE ANNUAL FINANCIAL AUDIT. (9:32 AM)

**Clerk's Note:** Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ELECTION SERVICES AGREEMENTS WITH TRAVIS COUNTY: (9:32 AM)
- A. ANDERSON MILL LIMITED DISTRICT;
  - B. LAKESIDE MUNICIPAL DISTRICT NO. 5; AND
  - C. THE CITY OF BEE CAVE.

**Clerk's Note:** Items 27.A-C 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 ON REQUEST TO ADDRESS WATER AVAILABILITY AND RELATED ISSUES AT TECOLOTE FARMS. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (2:01 PM) (2:34 PM) (5:07 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Katie Kraemer-Pitre, Owner, Tecolote Farms; Joe Gieselman, Executive Manager, TNR; and Skip Richter, Director, Texas AgriLife Extension Service, Travis County Health and Human Services (TCHHS).

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we needed answers to several important questions regarding:

- the amount of produce that could be made available;
- the estimated cost of the lines and meter, which TNR said it could get for us;
- the quantity of water needed, size of the lines;
- the defensibility by Travis County of any claims made against us;
- to determine whether or not there is a way for us to favorably consider this next week, Tuesday, March 31, 2009, and, if not, just make the call based on the facts available;
- the cost of separate well, and;
- any other questions or issues raised, if, after today, Court Members think of additional issues, we can just reduce those to writing and either send them to Christopher Gilmore, Assistant County Attorney or Joe Gieselman, Executive Manager, TNR depending on the nature of the point or issue.

**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

AT 11:00 A.M.

- 29. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:25 AM) (2:34 PM) (5:08 PM)
  - A. LEGISLATION RELATING TO EXPANDING THE BOUNDARIES OF THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT TO INCLUDE ADDITIONAL PORTIONS OF TRAVIS COUNTY;
  - B. HOUSE BILL 1284 - RELATING TO THE CREATION OF A COURT RECORD PRESERVATION FUND AND IMPOSING A FEE;
  - C. **ADDED ITEM:** LEGISLATION RELATING TO EMINENT DOMAIN AND CONDEMNATION, INCLUDING HOUSE BILLS 4, 369, 402, 417, 1125, 1385, 1432, 1483, 1534, 1536, 2110, 2387, 2685, AND 3709, AND HOUSE JOINT RESOLUTIONS 14, 31 AND 65;
  - D. **ADDED ITEM:** LEGISLATION RELATING TO LOCAL OPTIONS FOR TRANSPORTATION FUNDING, INCLUDING HOUSE BILLS 9, 1674 AND 3448, AND SENATE BILLS 855 AND 942; AND
  - E. **ADDED ITEM:** HOUSE BILL 3468 - RELATING TO THE SELECTION, DUTIES AND COMPENSATION OF A PRESIDING CRIMINAL JUDGE IN TRAVIS COUNTY.

**Clerk’s Note:** Items 29.A-E are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; Steven Broberg, Director, Records Management and Communication Resources (RMCR); John Hille, Assistant County Attorney; Joe Gieselman, Executive Manager, TNR; and Susan Spataro, Travis County Auditor.

**Clerk’s Note:** The Court discussed proposed legislation relating to expanding the boundaries of the Barton Springs-Edwards Aquifer Conservation District to include additional portions of Travis County.

**Motion by** Commissioner Huber **and seconded by** Judge Biscoe that we can act on the concept, which has been fairly well vetted, putting this part of western Travis County in the Barton Springs-Edwards Aquifer Conservation District.

**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 29 CONTINUED**

**Clerk's Note:** The Court discussed HB 1284, legislation relating to the creation of a court record preservation fund and imposing a fee.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Davis to approve Item 29.B.

**Clerk's Note:** The Court did not Vote on the Standing Motion.

**Motion by** Judge Biscoe **and seconded by** Commissioner Huber that we support the proposed legislation.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	abstain

**Clerk's Note:** By approving the previous Motion the Court expressed their support for HB 1284.

**Clerk's Note:** The Court discussed legislation relating to Eminent Domain and Condemnation.

**Motion by** Commissioner Eckhardt **and seconded by** Judge Biscoe that the Court specifically state its opposition to 11 of those 17 bills; that we drop a card at the House Land and Resource Management Committee hearing, Wednesday, March 26, 2009, and develop a statement for next week, Tuesday, March 31, 2009.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ITEM 29 CONTINUED**

**Clerk's Note:** The Court discussed SB 855, Local Option Transportation Act, Subchapter E. Capital Region.

**Clerk's Note:** The Court approved without objection to authorize Staff to communicate with Senator Watson's Office regarding concerns relating to Subchapter E of SB 855, and update the Court this afternoon.

**Clerk's Note:** Judge Biscoe announced that Item 29.D would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Clerk's Note:** The Court discussed sending a letter to Senator Watson and Representative Rodriguez regarding concerns relating to the amendment Subchapter E of SB 855.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** to deliver this information to the both of them.

**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 an amendment to HB 3468, legislation relating to the selection, duties and compensation of a Presiding Criminal Judge in Travis County.

**Motion by Commissioner Gómez and seconded by Commissioner Davis** that the County Commissioners Court of Travis County may pay the presiding criminal judge additional compensation in any amount not to exceed the amount the local administrative district judge of Travis Country receives from the State. Notwithstanding any other law, compensation paid the presiding criminal judge under this subsection is not included as part of the Judge's combined salary from State and County sources for purposes of the salary limitations provided by Section 659.012.

**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

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

Note 4 Gov't Code Ann 551.087, Deliberation Regarding Economic Development Negotiations

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.

- 30. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. <sup>1</sup> (10:32 AM) (5:03 PM)

**Clerk's Note:** Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by** Commissioner Eckhardt **and seconded by** Judge Biscoe that we approve the settlement offer of \$3.5M aggregate, with \$2.1M going to Travis County.

**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

- 31. A. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN JENNIFER MCPHAIL VS. TRAVIS COUNTY; AND <sup>1</sup>.
  
- B. CONSIDER AND TAKE APPROPRIATE ACTION ON MODIFICATION TO EXPOSITION CENTER FORM LICENSE AGREEMENT TO ADD CLAUSE REGARDING ADA ROUTES. (10:32 AM) (2:34 PM) (5:03 PM)

**Clerk's Note:** Judge Biscoe announced that Items 31.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Items 31.A&B to be reposted on March 31, 2009.

- 32. RECEIVE LEGAL BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE PROPOSED SOLID WASTE AMENDMENT TO EXPAND WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR STATE HIGHWAY 290 EAST. <sup>1</sup>  
(10:32 AM) (2:34 PM) (5:03 PM)

**Clerk's Note:** Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.









Travis County Commissioners Court Agenda Request

Voting Session Tuesday, April 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 26, 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 26, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Thursday, the 26<sup>th</sup> day of March 2009, the Commissioners' Court convened the Voting Session at 1:06 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 2:55 PM.

The Commissioners Court reconvened the Voting Session at 3:20 PM.

The Commissioners Court adjourned the Voting Session at 5:09 PM.

1. CONDUCT INTERVIEWS OF THE FOLLOWING APPLICANTS FOR THE TRAVIS COUNTY HEALTHCARE DISTRICT BOARD OF MANAGERS (NOT NECESSARILY IN THIS ORDER) AND TAKE APPROPRIATE ACTION:  
(1:06 PM) (3:20 PM)
  - A. BRENDA COLEMAN-BEATTY;
  - B. KATRINA DANIEL;
  - C. DR. JAMES WE-HUANG TAI;
  - D. SELIA SERVIN-LOPEZ;
  - E. ANTHONY HALEY; AND
  - F. JUDY CORTEZ.

**Clerk's Note:** Items 1.A-F are associated with one another and were called for concurrent discussion.

Discussion only. No formal action taken.

Item 1.A-F to be reposted on March 31, 2009.



**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

2

Voting Session April 7  
~~Tuesday, March 31, 2009~~  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County  
Road District No. 3 Minutes for the:**

**Voting Session of March 10, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – MARCH 10, 2009

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 10<sup>th</sup> day of March 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:50 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:50 PM.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:50 PM)

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to approve the investments in Item 1.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

# ADJOURNMENT

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:50 PM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## MINUTES APPROVED BY THE ROAD DISTRICT BOARD

---

Date of Approval

---

Samuel T. Biscoe, Travis County Judge

**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

2

Voting Session Tuesday, April 7, 2009  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County  
Road District No. 3 Minutes for the:**  
  
**Voting Session of March 24, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – MARCH 24, 2009

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 24<sup>th</sup> day of March 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:59 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 2:00 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:59 PM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to pay the claims in Item 1.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSIONS OF FEBRUARY 24, 2009 AND MARCH 3, 2009. (1:59 PM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt approve Item 2.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



**Board of Directors**  
**Travis County Bee Cave Road District No. 1 Agenda Request**

2

Voting Session Tuesday, April 7, 2009  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Cave Road District  
No. 1 Minutes for the Voting Session of  
March 24, 2009.**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – MARCH 24, 2009

### TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 24<sup>th</sup> day of March, 2009, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 2:00 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 2:01 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (2:00 PM)

**Motion by** Commissioner Gómez **and seconded by** Judge Biscoe to pay the claims in Item 1.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT #1 MINUTES FOR THE VOTING SESSIONS OF FEBRUARY 24, 2009 AND MARCH 3, 2009. (2:00 PM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 2.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session April 7, 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 membership fee for the National Association of Health and Educational Facilities Finance Authorities.

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.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 MAR 30 PM 3:34

## TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

---

DATE: April 7, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager 

SUBJECT: Membership – National Association of Health and Educational Facilities  
Finance Authorities

### **Summary and Background Information:**

The Board approved a fee membership to join the National Association of Health and Educational Facilities Finance Authorities (“NAHEFFA”) in July 2005.

NAHEFFA represents major issuers of health care and educational bonds. Most of the members are state authorities. Texas does not have a state authority to issue health care or educational bonds.

NAHEFFA has asked the Corporation to become a paying, non-voting member. The membership fee is \$1,500. Voting members are state-wide issuers that pay a larger membership fee.

We recommend approval of the invitation since the membership for the following reasons:

- NAHEFFA provides informative e-mails and newsletters about developments of interest to health and education bond issuers;
- NAHEFFA was instrumental in convincing Congress to change the rules for bank-financed bonds so that very small cities will not be establishing and issuing health and education bonds;
- NAHEFFA members will be an excellent resource to help the Corporation negotiate with entities requesting issuance of tax-exempt bonds;
- NAHEFFA has been gracious including the Corporation in all membership activities for nearly four years without asking for a membership fee.

If approved, the membership will be for the year ended June 30, 2010.

cc: Ladd Pattillo, Financial Advisor  
Cliff Blount, Attorney  
Leroy Nellis, Budget Manager  
Mary Mayes, Assistant Manager

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session April 7, 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 an invoice from the wellness budget.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

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

**III. Required Authorizations: Please check if applicable.**

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

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

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**

---

DATE: April 7, 2009  
TO: Board of Directors  
FROM: Harvey L. Davis, Manager  
SUBJECT: Wellness Program

**Summary and Background Information:**

The wellness program requests Board approval to pay Hyper Wear LLC \$395.84 for equipment.

The current balance for the wellness budget line item is \$6,414.04 (and \$6,018.20 if the invoice is approved).

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Dan Mansour, Risk and Benefits Manager  
Leroy Nellis, Budget Manager  
Mary Mayes, Assistant Manager  
Miguel Gonzalez, Sr. Financial Analyst



Last updated 4-2-09 at 4:55pm

# HRMD Human Resources Management Department

1010 Lavaca Street

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-9757

March 30, 2009

**TO:** Harvey Davis, Corporations Administrator

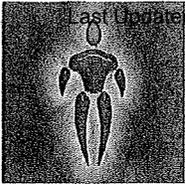
**FROM:** Dan Mansour, Risk and Benefits Manager 

**SUBJECT:** Wellness Program Expense

Please prepare an agenda item to approve the purchase of weight equipment for our onsite Physical Training Program. This is a 10 week program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check in the amount of \$395.84 made payable to Hyper Wear LLC.

Please let me know if you need additional information.



Hyper Wear LLC

12611 Hymeadow Drive  
Austin, TX 78729

# Invoice

Date	Invoice #
3/26/2009	52

<b>Bill To</b>
Travis County Attn: Zetta Garnett 1010 Lavaca Suite 200 Austin, TX 78767

<b>Ship To</b>
Travis County Attn: Zetta Garnett 1010 Lavaca Suite 200 Austin, TX 78767

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
POS Receipt #437	Due on receipt	CR	4/1/2009	By Hand - Local	FOB Seller

Quantity	Item Code	Description	Price Each	Amount
5	Filled Sandbell Bla...	Filled Sandbell Black 8 lb Sandbags	11.872	59.36T
5	Filled Sandbell Bla...	Filled Sandbell Black 10 lb Sandbags	16.822	84.11T
5	Filled Sandbell Bla...	Filled Sandbell Black 12 lb Sandbags	21.772	108.86T
5	Filled Sandbell Bla...	Filled Sandbell Black 15 lb Sandbags	28.702	143.51T
		0.00% Non for POS Tax Agency	0.00%	0.00

<b>Total</b>	\$395.84
--------------	----------

Phone #	Fax #	E-mail	Web Site
888-460-0628	512-535-0387	dirk@hyperwear.com	www.hyperwear.com