

RECEIVED
COUNTY JUDGE'S OFFICE

09 MAY 20 AM 11:11



2

**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE**

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

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

MEMORANDUM

Date: May 20, 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 Development Block Grant-Recovery (CDBG-R) Public Hearing

Proposed Motion:

Receive comments on the proposed uses for the \$226,300 in Community Development Block Grant funds available through the American and Reinvestment Act of 2009 from the U.S. Department of Housing and Urban Development.

Summary and Staff Recommendations:

Travis County is eligible to receive \$226,300 in CDBG funds made available from the American Recovery and Reinvestment Act of 2009 (CDBG-R). The funds must benefit Travis County low-to moderate-income residents who live in the unincorporated areas of the county. In addition, they must at least meet one of the objectives of the Recovery Act of stimulating the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, and expand educational opportunities and access to health care.

In order to apply for these funds from the U.S Department of Housing and Urban Development (HUD), the County must amend its 2008 Program Year Action Plan. The County will hold a public hearing and a HUD-required 7 day public comment period to receive comments on the proposed uses for these funds. Comments will be accepted beginning May 22, 2009 at 8:00 a.m. and ending May 29, 2009 at 5:00 p.m. A PowerPoint is attached to provide a summary of the usage of these funds.

Budgetary and Fiscal Impacts:

N/A

Issues and Opportunities:

The public can mail their comments to the following address: CDBG Program, Travis County HHSVS P.O. Box 1748, Austin, TX 78767 or e-mail them to Christy Moffett at christy.moffett@co.travis.tx.us. The substantial amendment to the program year 2008 action plan, which outlines the proposed project for these funds, can be downloaded from the Travis County CDBG website www.co.travis.tx.us/CDBG or reviewed at any of the seven Travis County Community Centers:

| | |
|----------------------------------|---|
| South Rural Community Center | 3518 FM 973, Del Valle |
| Travis County Community Center | 15822 Foothills Farm Loop, Bldg D, Pflugerville |
| West Rural Community Center | 8656-A Hwy 71 W., Suite A, Oak Hill |
| Northwest Rural Community Center | 18649 FM 1431, Jonestown |
| East Rural Community Center | 600 W. Carrie Manor, Manor |
| Palm Square Community Center | 100 N. IH-35, Suite 1000, Austin |
| Post Road Community Center | 2201 Post Road, Suite 101, Austin |

Background:

The public hearing date was approved by the Commissioners Court on May 12, 2009 and the final project for CDBG-R funds was approved on May 19, 2009. Because CDBG-R guidelines call for an expedited process, the public comment period for a substantial amendment was shortened from 30 to 7 days through a waiver provided by HUD. The proposed action plan amendment was posted through our usual methods, with the exception of publishing a notice in newspapers. The comment period was advertised on Travis County's website and television channel. In addition, notifications by mail and e-mail were sent to service providers, to citizens who had previously attended public hearings, to the community liaison departments of schools districts and to neighborhood associations. The announcements were available in English and Spanish.



Travis County Community Development Block Grant (CDBG) Program

Proposed uses for CDBG-R Funds

Travis County Commissioners Court
Presentation by the Health & Human Services
and Veteran Services (HHS & VS)
May 26, 2009

What is CDBG-R?

- CDBG Funds available through the Recovery Act of 2009 from the U.S. Department of Housing and Urban Development (HUD)
- They must comply with regular CDBG eligibility & national objectives requirements
- They must meet at least one of the Recovery Act objectives

Recovery Act Objectives

- Minimizing or avoiding reductions in essential services
- Assisting those most impacted by the recession
- Fostering energy independence
- Preserving and creating jobs and promoting economic recovery
- Providing investment needed to increase economic efficiency
- Investing in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits

Project Selection Process

5 different projects evaluated

- Emergency Home Repairs: Air Conditioners Assistance
- Home Rehabilitation
- Homebuyers Assistance
- Summer Youth Employment Program
- Water Connections in Plain View Estates

**After evaluating the feasibility of all projects,
staff recommended the Water Connections
in Plain View Estates**

Proposed Project

Water Connection in Plain View Estates: \$226,300

- Water service connection to approximately 39 homes
- Neighborhood in the unincorporated areas
- In CDBG project list since 2006
- Meets the Recovery Act objectives of creating jobs, investing in infrastructure and assisting those most impacted by the recession
- Part of the project can be under contract within 120 days of receipt of funds
- Wholly-contained project
- Will meet expenditure deadline of Sept. 30, 2012

Timeline for CDBG-R Funds

- May 6:** Notice became available with guidelines for the funds
- May 12:** Presented guidelines to Court to apply for funds
Approved Public Comment Period and Public Hearing
- May 19:** Approved proposed project for CDBG-R Funds
- May 22 – 29:** 7-day comment period for substantial amendment to
PY 08 Action Plan (*Includes public hearing on May 26th*)
- June 2 :** Court approval of amendment
- June 5 :** Amendment due to HUD



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

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

4

Approved by: _____

Cyd V. Grimes 5/18/09

Voting Session: Tuesday, May 26, 2009

REQUESTED ACTION: DECLARE ATTACHED LIST OF TRAFFIC COUNTER'S AS SURPLUS AND AUTHORIZE TRADE-IN FOR NEW TRAFFIC COUNTER'S, 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, Dan Chapman
- 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 four (4) Traffic Counter's for four (4) Traffic Counter's with new technology.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

_____ DATE

_____ COUNTY JUDGE

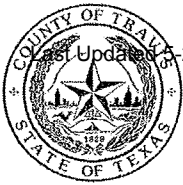
Memo

To: Ron Dube
From: Dan Chapman
CC: Charles Bergh, Robert Armistead
Date: 5/19/2009
Re: Traffic Counter trade-in

We are in the process of updating our Traffic Counter Program. In order to do this and utilize our current software, we have chosen the same manufacturer of our existing units, JAMAR Technologies, Inc. JAMAR has a program where they will take back one old unit for each new unit purchased. JAMAR will discount the list price of \$1,295.00 by \$200.00 for each unit combo purchased/returned. We are requesting to return the following four units for discount:

| <u>Asset Tag #</u> | <u>S/N</u> | <u>Description</u> | <u>Current Location</u> |
|--------------------|------------|------------------------|-------------------------|
| 103451 | 7384 | Traffic Counter TRAX I | Parks West |
| 103455 | 7385 | Traffic Counter TRAX I | Parks West |
| 103456 | 7468 | Traffic Counter TRAX I | Parks West - Damaged |
| 103457 | 7383 | Traffic Counter TRAX I | Parks West |

Thank-you for your consideration.



21-09 at 4:56pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

5

Approved by: _____

Cyd V. Grimes 5/19/09 MB

Voting Session: Tuesday, May 26, 2009

REQUESTED ACTION: APPROVE TERMINATION (MODIFICATION NO. 1) OF CONTRACT NO. PS070283RE, WITH HAILAN ZHANG FOR PROGRAMMING AND DATA BASE SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner

Department: Susan Spataro, County Auditor

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

➤ Through this contract, Hailan Zhang provides financial systems application programming and database services to the Travis County Auditors office.

This modification number 1, per the Auditor's request, will terminate the contract, as services are no longer needed.

➤ **Contract Expenditures:** Within the last 24 months \$186,100.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$186,100

Contract Type: Professional Services

Contract Period: August 1, 2007-July 31, 2009

➤ **Contract Modification Information:**

Modification Amount: NA

Modification Type: Bilateral

Modification Period: NA

➤ **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.: NA
- Funding Account(s): NA
- Comments:

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
NED GRANGER BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-6640

April 8, 2009

Rebecca A. Gardner
Purchasing Agent Assistant
Travis County Purchasing

Ms. Gardner,

We will not renew the contract with Hailan Zhang, contract no. PS070283RE when it expires on July 31, 2009.

Thank You,

A handwritten signature in black ink, appearing to read "Susan A. Spataro", is written over a horizontal line.

Susan A. Spataro
Travis County Auditor

MODIFICATION OF CONTRACT NUMBER: PS070283RE-Programming and Data Base Services

Last Updated 5-21-09 at 4:56pm

PAGE 1 OF 1 PAGES

| | | |
|--|--|---|
| ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | DATE PREPARED: April 8, 2009 |
| ISSUED TO: Hailan Zhang P.O. Box 190 Fishkill, NY 12524 | MODIFICATION NO.: 1 | EXECUTED DATE OF ORIGINAL CONTRACT: August 1, 2007 |

ORIGINAL CONTRACT TERM DATES: 8/01/07-7/31/09CURRENT CONTRACT TERM DATES: 8/01/07-7/31/09**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$186,100.00Current Modified Amount \$ N/A**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

A. Pursuant to section V, "Period of Service," Paragraph 5.3, "the Auditor may terminate this Agreement at any time for any reason by giving Contractor ten (10) days written notice".

B. This modification serves as official notification that subject contract is hereby terminated effective July 31, 2009.

Note to Vendor:

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

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

| | |
|---|--------------------------------------|
| LEGAL BUSINESS NAME: _____ | <input type="checkbox"/> DBA |
| BY: _____ SIGNATURE | <input type="checkbox"/> CORPORATION |
| BY: _____ PRINT NAME | <input type="checkbox"/> OTHER |
| TITLE: _____ ITS DULY AUTHORIZED AGENT | DATE: _____ |

| | |
|---|----------------|
| TRAVIS COUNTY, TEXAS | DATE: _____ |
| BY: <u>Mbl Cyd V. Grims</u> CYD V. GRIMS, C.P.M., TRAVIS COUNTY PURCHASING AGENT | <u>5/18/09</u> |

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



Last Updated: 5/21/09 at 4:56pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

6

Approved by: _____

Cyd V. Grimes 5/18/09

Voting Session: Tuesday, May 26, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 FOR TERMINATION OF CONTRACT NO. PS070385VR, MERCHANTS OF HOPE CHILDREN'S HOME FOR RESIDENTIAL TREATMENT SERVICES. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (Juvenile Probation) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: NA

- **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.

Juvenile Probation has indicated that Travis County no longer needs the services provided by this contractor.

Pursuant to each contract "Termination" clause, the above referenced contract may be terminated by either party at any time by giving written notice to the other party of the intention to terminate. A modification has been drafted and will serve as official notification to the Contractor of Travis County's intent to terminate the contract effective 10 days from receipt of the official notice.

- **Contract Expenditures:** Within the last 12 months \$11,331.69 have been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A (As Needed Requirements)
Contract Type: (Professional Services Agreement)
Contract Period: October 9, 2007 – Termination by either party

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: See Comments % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s):
- Comments: No funding information is applicable.

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

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

RE: Request To Terminate Contract #PS70385VR Residential Treatment Services

DATE: May 13, 2009

Travis County Juvenile Probation Department is currently contracting with Merchants of Hope Children's Home for residential treatment services.

At the recommendation of Travis County Purchasing office the department is requesting to terminate the contract with Merchants of Hope Children's Home for the following reasons:

1. Insurance requirement in order to procure a contract with Travis County was not submitted.
2. All attempts by Travis County Purchasing Office to contact vendor in writing have been returned unopened with no forwarding address.
3. Vendor services have not been required by the Juvenile Probation Department since February 2008.

The following details the line item being used for this contract.

001-4530-593-6205

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

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Michael Williams

EPM: gc



MODIFICATION OF CONTRACT NUMBER: PS070385VR Residential Treatment Services

Last Updated 5-21-09 at 4:56pm

PAGE 1 OF 1 PAGES

| | | |
|--|---|-------------------------------|
| ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | DATE PREPARED: May 6, 2009 |
|--|---|-------------------------------|

| | | |
|---|----------------------------|--|
| ISSUED TO: Merchants of Hope Children's Home 6222 N. Lamar Blvd. Austin, Texas 78752 | MODIFICATION NO.: 1 | EXECUTED DATE OF ORIGINAL CONTRACT: October 9, 2007 |
|---|----------------------------|--|

| | |
|--|--|
| ORIGINAL CONTRACT TERM DATES: 10/09/2007 - 9/30/2008 | CURRENT CONTRACT TERM DATES: 10/1/08- Until Terminated |
|--|--|

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ NA Current Modified Amount \$ NA

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

A. Pursuant to section 2.3 "Termination," the above referenced contract may be terminated by either party at any time by giving ten (10) days written notice to the other party hereto of the intention to terminate.

B. This modification serves as official notification that subject contract is hereby terminated effective ten (10) days from receipt of this notice.

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

| | |
|---|--------------------------------------|
| LEGAL BUSINESS NAME: _____ | <input type="checkbox"/> DBA |
| BY: _____ SIGNATURE | <input type="checkbox"/> CORPORATION |
| BY: _____ PRINT NAME | <input type="checkbox"/> OTHER |
| TITLE: _____ ITS DULY AUTHORIZED AGENT | DATE: _____ |

| | |
|---|------------------|
| TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT | DATE: 5/18/09 |
|---|------------------|

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

Vouchers/Encumbrances Inquiry

Last Updated 5-21-09 at 4:56pm

Vendor : 70056 MERCHANTS OF HOPE CHILDRENS HOME

Position to 2008 Starting fiscal year

Position to 5062009 Transaction Date - Descending Order

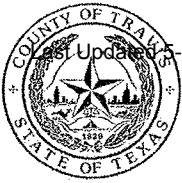
Type options, press Enter.

1=Select

| Opt | Type | Date | Project | Amount | Encumbrance Liquidation | --- Payment --- Number / Date |
|-----|------|-------------|--------------------|-------------|----------------------------|----------------------------------|
| - | AP | 03/31/2008 | | 5,999.13 | 5,999.13 | 807218 C |
| | | Account . : | 001-4530-593.62-05 | Invoice . : | MOH010180002 | 04/14/2008 |
| - | AP | 03/04/2008 | | 5,332.56 | 5,332.56 | 804930 C |
| | | Account . : | 001-4514-593.62-05 | Invoice . : | MOH010180001 | 03/24/2008 |

Bottom

F3=Exit F5=Encumbrances F7=Invoice Totals F11=Activity listing F12=Cancel



TRAVIS COUNTY PURCHASING OFFICE

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

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

7

Approved by: _____

Cyd V. Grimes 5/20/09

Voting Session: Tuesday, May 26, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO INTERLOCAL AGREEMENT NO. IL070037RE, WITH AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, FOR SYSTEM OF CARE SERVICES, (HHS & VS).

Points of Contact:

Purchasing: Rebecca Gardner

Department: Sherri Fleming, Executive Manager HHS

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

- Through this agreement, Austin Travis County Mental Health Mental Retardation Center (ATCMHMR) acts as the Managed Services Organization (MSO) providing fiscal oversight, quality assurance, and maintenance of the provider network in connection with the Youth and Family Assessment Center (YAFAC) and the Children's Partnership.
- This agreement also provides the System of Care services which provide children and youth with complex mental health needs, and their families, access to a wide array of traditional and nontraditional services provided in the community and tailored for each family in a culturally appropriate manner.
- Modification number 3 will increase the FY 2009 contract funds from \$400,564 to \$632,658, an increase of \$205,094. These funds will allow the continuation of mental and behavioral health services for youth and their families through the end of the 2009 fiscal year.
- Modification number 2 increased the FY 2008 contract funds from \$265,000 to \$654,324, an increase of \$389,324.
- Modification number 1 increased the contract amount from \$85,000 to \$265,000, in support of the MSO activities related to the Children's Partnership and YAFAC.

➤ **Contract Expenditures:** within the last 8 months \$402,564.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$85,000.00

Contract Type: Interlocal Agreement

Contract Period: October 1, 2006-September 30, 2007

➤ **Contract Modification Information:**

Modification Amount: \$205,094.00

Modification Type: Bilateral

Modification Period: October 1, 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.: Req # 471300 - \$102,094, Req # 471308 - \$130,000

Funding Account(s): 63858686116295, 00158686116295

Comments:

➤ **Statutory Verification of Funding:**

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



**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: May 12, 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: System of Care Funding

Proposed Motion:

Consider and take appropriate action to approve an amendment to the System of Care contract adding \$130,000 in General Fund money as well as \$102,094 in unspent FY'08 Parenting in Recovery grant money.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) uses a contract with the Austin Travis County Mental Health and Mental Retardation Center (ATCMHMR) to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. Various agencies provide services through three collaborations: The Children's Partnership, Community Partners for Children, and The Youth and Family Assessment Center. Each of these collaborations serves a target population. ATCMHMR acts as the managed services organization (MSO), overseeing the services provided through these collaborations. The programs are demand driven and the utilization of services fluctuates each year with the different number of eligible children and families needing assistance and the level of complexity of the issues that need to be addressed. The System of Care contract also serves clients enrolled in the grant funded Parenting in Recovery program.

Demand for services in FY'09 will exceed the initial \$265,000 in General Fund money budgeted for this contract by May. Projections from staff in the Office of Children's Services indicate that an additional \$130,000 will be needed to continue to serve clients until the end of the fiscal year. The additional money will be transferred from TRIAD (\$100,000) and the Child Protective Services Board (\$30,000) budgets. (This contract had a General Fund shortfall of \$319,066 in FY'08.)

The amendment will add the \$130,000 in General Fund money to the contract as well as \$102,094 in unspent FY'08 Parenting in Recovery grant funds. TCHHSVS has received permission from the U.S. Department of Health and Human Services to use these unspent funds in FY'09 for those clients who were enrolled in the program as of September 29, 2008.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The FY'09 System of Care contract has \$265,000 in General Fund money as well as \$85,564 in Parenting in Recovery grant money. The amendment will add \$130,000 in General Fund money and \$102,094 in Parenting in Recovery grant money. This contract follows the fiscal year. The contract number is PS070037RE.

Issues and Opportunities:

Approving the additional General Fund money will allow the continuation of mental and behavioral health services for youth and their families through the end of the fiscal year. Approving the addition of unspent Parenting in Recovery grant money will allow it to be spent on those clients who were enrolled in the program in FY'08 but whose treatment period extended into FY'09.

Background:

The collaborations funded through the System of Care contract provide strength-based, comprehensive services and supports to youth with serious behavior problems and at risk of dropping out of school. The goal is to keep youth in school, out of jail, out of the Child Protective Services substitute care system, and safely functioning in the community. If residential treatment is needed, the goal is to keep those placements short in duration. The Parenting in Recovery grant funds allow these same services to be offered to clients enrolled in that program.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Last Updated 5-21-09 at 4:56pm

Purchase Requisition - Item Information

```

Line number . . . : 1
Item desc . . . : PIR DIRECT SERVICES      5/1/09 - 9/29/09
Vendor part # . . . :
Commodity . . . : 952 HUMAN SERVICES
Sub-com . . . : 012 ASSESSMENT CENTER PROGRAM
Item # . . . :
Ship to . . . : NS HUMAN SERVICES ADMIN SVCS
Quantity . . . : 96,989.00
Order UOM . . . : DOL DOLLAR
Cost code . . . : N NOT APPLICABLE
Unit cost . . . : 1.0000
Account # . . . : 63858686116295
Project . . . : M09638
Purchase order . . . :

```

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

Purchase Requisition

Number : 0000471300
 Type : 1 PURCHASE REQUISITION
 Status : INSUFFICIENT FUNDS
 Reason : MODIFICATION TO PO# 413523
 By : CAULA MCMARION X44119
 Date : 5/14/09
 Vendor : 7316 AUSTIN TRAVIS COUNTY MHMR
 Contract nbr :
 Ship to : NS HUMAN SERVICES ADMIN SVCS
 Deliver by date : 5/14/09
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

| 5=Display | 8=Item extended description |
|-----------|--|
| Opt Line# | Quantity UOM Description |
| 1 | 96989.00 DOL PIR DIRECT SERVICES 5/1/09 - 9/29/09 |
| | MODIFICATION TO PO# 413523 TO ADD ADDITIONAL FUNDS |
| | OF \$102,094 TO FY09 CONTRACT EFFECTIVE 5/1/09 |
| | Total: 102094.00 + |

F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

F9=Print

Purchase Requisition - Item Information

Last Updated 5-21-09 at 4:56pm

Line number 1
Item desc DIRECT SERVICE - 5/1/09 - 9/30/09
Vendor part #
Commodity 952 HUMAN SERVICES
Sub-com 012 ASSESSMENT CENTER PROGRAM
Item #
Ship to NS HUMAN SERVICES ADMIN SVCS
Quantity 120,434.00
Order UOM DOL DOLLAR
Cost code N NOT APPLICABLE
Unit cost 1.0000
Account # 00158686116295
Project
Purchase order

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

Number : 0000471308
 Type : 1 PURCHASE REQUISITION
 Status : INSUFFICIENT FUNDS
 Reason : MODIFICATION TO PO# 409069
 By : CAULA MCMARION X44119
 Date : 5/14/09
 Vendor : 7316 AUSTIN TRAVIS COUNTY MHMR
 Contract nbr :
 Ship to : NS HUMAN SERVICES ADMIN SVCS
 Deliver by date : 5/14/09
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description
 Opt Line# Quantity UOM Description
 - 1 120434.00 DOL DIRECT SERVICE - 5/1/09 - 9/30/09
 MODIFICATION TO PO# 409069 TO ADD ADDITIONAL FUNDS
 OF \$130,000 TO FY09 CONTRACT EFFECTIVE 5/1/09 - +
 Total: 130000.00
 F9=Print

F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

Last Updated 5-21-09 at 4:56pm

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

PURCHASING AGENT ASST: Rebecca Gardner
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
May 11, 2009

ISSUED TO:
Austin Travis County MHMR
1430 Collier Street
Austin, Texas 78764-3548

MODIFICATION NO.:
3

EXECUTED DATE OF ORIGINAL CONTRACT:
October 1, 2006

ORIGINAL CONTRACT TERM DATES October 1, 2006-September 30, 2007

CURRENT CONTRACT TERM DATES: October 1, 2008-September 30, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$85,000.00

Current Modified Amount \$632,658.00

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

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Maximum Amounts. The Parties agree that the maximum amounts for the 2009 Renewal Term will be amended to show amounts not to exceed the following:

| | |
|-----------------------------------|----------------------|
| County General Funds | \$ 395,000.00 |
| Parenting In Recovery Grant Funds | 187,658.00 |
| <u>Milburn Grant Funds</u> | <u>50,000.00</u> |
| TOTAL: | \$ 632,658.00 |

2. Amend Attachment A, "Work Statement and Performance Measures", Attachment C and CI, "Program Budget", and Attachment E "Financial Forms" by substituting as attached to this modification.
3. No change to contract term.

The Agreement is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Agreement and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

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: Austin Travis County MHMR
BY: [Signature]
SIGNATURE
BY: David Evans
PRINT NAME
TITLE: Executive Director
ITS DULY AUTHORIZED AGENT

- DBA
 CORPORATION
 OTHER

DATE:

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

DATE:

5/19/09

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

DATE:

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
THE AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER FOR
MANAGED SERVICES RELATED TO
THE SYSTEM OF CARE

Cooperation  
County Center

This Amendment ("Amendment - '09 Renewal") of Interlocal Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin Travis County Mental Health Mental Retardation Center ("Center").

RECITALS

WHEREAS, County and Center (collectively referred to herein as the "Parties") entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began October 1, 2006, and terminated September 30, 2007 ("Initial Agreement Term"); and

WHEREAS, under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose; and

WHEREAS, the Agreement provided for renewal and amendment of the agreement by the written agreement of the Parties; and

WHEREAS, pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through September 30, 2009 ("2009 Renewal Term"); and

County and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 GENERAL TERMS.

1.1 2009 Renewal Term. The Parties acknowledge and agree that, pursuant to the Agreement, the Agreement has been renewed for an additional term beginning October 1, 2008, and terminating September 30, 2009 ("2009 Renewal Term").

1.2 2009 Renewal Term - Maximum Funds.

1.2.1 **Maximum Amounts.** The Parties agree that the maximum amounts for the 2009 Renewal Term will be amended to show amounts not to exceed the following:

| | |
|-----------------------------------|----------------------|
| County General Funds | \$ 395,000.00 |
| Parenting In Recovery Grant Funds | 187,658.00 |
| <u>Milburn Grant Funds</u> | <u>50,000.00</u> |
| TOTAL: | \$ 632,658.00 |

2.0 ENTIRE AGREEMENT

2.1 Attachments. The Parties agree to amend Section 4.2, "Attachments," by deleting the current sections noted below and substituting the following for those sections:

- 2.1.1 Attachment A Work Statement and Performance Measures
- 2.1.2 Attachment C Amended Program Budget, General Fund - The Children's Partnership, Community Partners for Children and the Youth and Family Assessment
- 2.1.3 Attachment C.1 Amended Program Budget, Parenting in Recovery Grant
- 2.1.4 Attachment E Financial Forms
 - (i) Amended Payment Request Form
 - (ii) Amended Expenditure Report Form
 - (iii) Amended Budget Revision Request Form

Any Attachments not amended by this Section 2.1 will remain in full force and effect.

3.0 FINANCIAL PROVISIONS

3.1 Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," as previously amended, by deleting the amounts shown and substituting the following for the not-to-exceed amounts:

| | |
|-----------------------------------|----------------------|
| County General Funds | \$ 395,000.00 |
| Parenting In Recovery Grant Funds | 187,658.00 |
| <u>Milburn Grant Funds</u> | <u>50,000.00</u> |
| TOTAL: | \$ 632,658.00 |

3.2 Fiscal Year Limitation. The Parties agree to amend Section 13.1.2, "Fiscal Year Limitation," by adding the following:

13.1.2(c) '09 Renewal Term Fiscal Year Limitation. As to the '09 Renewal Term, the Parties agree that, of the totals set forth in Section 3.2 of the Amendment - '09 Renewal, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

| | | |
|--|---|--------------|
| County General Funds | October 1, 2008 - September 30, 2009 | \$395,000.00 |
| Parenting in Recovery Grant Funds | September 30, 2008 - September 29, 2009 | \$187,658.00 |
| Milburn Trust (Total of FY08 Grant) | October 1, 2008 - until expended | \$ 50,000.00 |

All other provisions of Section 13.1.2 of the Agreement not specifically changed herein will continue to apply to the terms of the '09 Renewal.

4.0 INCORPORATION

4.1 County and Center hereby incorporate the Agreement, as amended, into this Amendment - '09 Renewal. Except for the changes made in this Amendment - '09 Renewal, County and Center hereby agree to all the terms and conditions of the Agreement as amended. The Agreement, as amended, with the changes made in this Amendment - '09 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This Amendment - '09 Renewal is effective May 1, 2009, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the ~~termination date~~ *end of the 2009 Renewal Term.*

[Signature]
County Center

ATTACHMENT A

Work Statement and Performance Measures

The Parties agree to amend the Work Statement by making the changes in the sections shown below, with the changed provisions shown in **bold/italic/underline**.

X. Contract Funds

A. MSO Fees - Center
(Travis County General Fund)

Center may receive up to **\$395,000.00** in funding from the Travis County General Fund for the satisfactory implementation and provision of MSO services. **\$365,934.00** can be expended for any of the three programs: CPC Bridge Services, The Children's Partnership and Youth and Family Assessment Center (YFAC). The dollars expended by YFAC will only be for those services not covered by the program's CDBG allocation. (CDBG money is provided under a separate contract between the City of Austin and the Austin/Travis County MHMR Center.) The Center may request an annual amount not to exceed **\$29,066.00** as an MSO fee to **be calculated as .0794296 of the amount billed for this funding source's direct services each month during the Agreement term.** This MSO fee will be included on the payment request submitted for service reimbursement each month.

(Parenting in Recovery Grant Funds)

The Parenting in Recovery grant will provide up to **\$187,658.00** for services. **\$178,275.00** can be expended for PIR enrolled participants. The Center may request an amount not to exceed **\$9,383.00** as an MSO fee to be **calculated as .0526321 of the amount billed for this funding source's direct services each month during the Agreement term.** This MSO fee will be included on the payment request submitted for service reimbursement each month.

B. Contract Funds - Network Service Providers and purchased supports (Vendor purchases)
(Travis County General Fund)

Center will negotiate contracts with fee-for-service rates or cost reimbursement rates with each of the network service providers for the contract term. Center will use up to **\$365,934.00** to purchase services from the network providers and community-based vendors in accordance with this work statement.

(Parenting in Recovery Grant Funds)

Center will negotiate contracts with fee-for-service rates or cost reimbursement rates with each of the network service providers for the contract term. Center will use up to a maximum of **\$178,275.00** in Parenting in Recovery federal grant funds to purchase services from the network providers and community-based vendors in accordance with this work statement.

ATTACHMENT C
Amended Program Budget -General Fund

**The Children's Partnership,
Community Partners for Children and the Youth and Family Assessment**

ATTACHMENT C
2009 Budget System of Care MSO
PROGRAM BUDGET DETAIL - GENERAL FUND

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center

| | Requested CITY OF AUSTIN Amount | Requested TRAVIS COUNTY Amount | Balance - Amounts Funded by All OTHER Sources | TOTAL Budget (All funding sources) |
|--|---------------------------------------|--------------------------------------|--|--|
| PERSONNEL | | | | |
| Salaries (insert total from attached worksheet) | | | | |
| FICA: rate x salaries | | | | \$0.00 |
| Retirement | | | | 0.00 |
| Insurance: cost/month X FTE's | | | | 0.00 |
| Worker's Compensation: rate x salaries | | | | 0.00 |
| Unemployment: rate x salaries | | | | 0.00 |
| Other Benefits (specify) | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| A. TOTAL PERSONNEL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| OPERATING EXPENSES | | | | |
| Equipment Rental | | | | 0.00 |
| Occupancy Expenses (including rent, utilities, building maintenance, etc.) | | | | 0.00 |
| Postage | | | | 0.00 |
| Telephone | | | | 0.00 |
| Staff Travel | | | | 0.00 |
| Printing/Duplication | | | | 0.00 |
| Office Supplies and Related Costs (in support of agency operations) | | | | 0.00 |
| Audit/Accounting | | | | 0.00 |
| Consultants/Contractual (complete Subcontracted Expenses form) | | | | 0.00 |
| Subscriptions/Memberships | | | | 0.00 |
| Conferences/Seminars | | | | 0.00 |
| Insurance/Bonding | | | | 0.00 |
| Other (specify) | | | | 0.00 |
| | | | | 0.00 |
| B. TOTAL OPERATING EXPENSES | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| DIRECT ASSISTANCE | | | | |
| Drugs/Medicine | | | | 0.00 |
| Food/Beverage | | | | 0.00 |
| Specific Assistance to Individuals | | 365,934.00 | | 365,934.00 |
| Other: MSO FEE | | 29,066.00 | | 29,066.00 |
| | | | | 0.00 |
| C. TOTAL DIRECT ASSISTANCE | \$0.00 | \$395,000.00 | \$0.00 | \$395,000.00 |
| EQUIPMENT/CAPITAL OUTLAY | | | | |
| (Specify) | | | | 0.00 |
| | | | | 0.00 |
| D. TOTAL EQUIPMENT/CAPITAL OUTLAY | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| GRAND TOTAL (A + B + C + D) | \$0.00 | \$395,000.00 | \$0.00 | \$395,000.00 |

Note: Grand Total does not include program income

ATTACHMENT C.1

Amended Program Budget - Parenting in Recovery Grant

ATTACHMENT C.1
2009 Budget System of Care MSO
PROGRAM BUDGET DETAIL - PARENTING IN RECOVERY

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center

| | Requested: CITY OF AUSTIN Amount | Requested TRAVIS COUNTY Amount | Balance - Amounts Funded by All OTHER Sources | TOTAL Budget (ALL funding sources) |
|--|--|--------------------------------------|--|--|
| PERSONNEL | | | | |
| Salaries (insert total from attached worksheet) | | | | \$0.00 |
| FICA: rate x salaries | | | | 0.00 |
| Retirement | | | | 0.00 |
| Insurance: cost/month X FTE's | | | | 0.00 |
| Worker's Compensation: rate x salaries | | | | 0.00 |
| Unemployment: rate x salaries | | | | 0.00 |
| Other Benefits (specify) | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| A. TOTAL PERSONNEL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| OPERATING EXPENSES | | | | |
| Equipment Rental | | | | 0.00 |
| Occupancy Expenses (including rent, utilities, building maintenance, etc.) | | | | 0.00 |
| Postage | | | | 0.00 |
| Telephone | | | | 0.00 |
| Staff Travel | | | | 0.00 |
| Printing/Duplication | | | | 0.00 |
| Office Supplies and Related Costs (in support of agency operations) | | | | 0.00 |
| Audit/Accounting | | | | 0.00 |
| Consultants/Contractual (complete Subcontracted Expenses form) | | | | 0.00 |
| Subscriptions/Memberships | | | | 0.00 |
| Conferences/Seminars | | | | 0.00 |
| Insurance/Bonding | | | | 0.00 |
| Other (specify) | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| B. TOTAL OPERATING EXPENSES | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| DIRECT ASSISTANCE | | | | |
| Drugs/Medicine | | | | 0.00 |
| Food/Beverage | | | | 0.00 |
| Specific Assistance to Individuals | | 178,275.00 | | 178,275.00 |
| Other: MSO FEE | | 9,383.00 | | 9,383.00 |
| | | | | 0.00 |
| C. TOTAL DIRECT ASSISTANCE | \$0.00 | \$187,658.00 | \$0.00 | \$187,658.00 |
| EQUIPMENT/CAPITAL OUTLAY | | | | |
| (Specify) | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| D. TOTAL EQUIPMENT/CAPITAL OUTLAY | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| GRAND TOTAL (A + B + C + D) | \$0.00 | \$187,658.00 | \$0.00 | \$187,658.00 |

Note: Grand Total does not include program income

ATTACHMENT E

Financial Forms

- (i) Amended Payment Request Form
- (ii) Amended Expenditure Report Form
- (iii) Amended Budget Revision Request Form



Travis County Contract

PAYMENT REQUEST

Invoice Number: **Invoice #8**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

| SECTION I - CURRENT PAYMENT DATA | | |
|--|-------------------------------|------------------------|
| Agency | Program | Month/Year |
| Austin Travis County MHMR Center 1430 Collier Street Austin, TX 78704 Phone: (512) 447-4141 | System of Care MSO | May 2009 |
| | Contract Term | PAYMENT REQUEST AMOUNT |
| | Oct. 1, 2008 - Sept. 30, 2009 | \$0.00 |

| SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY | |
|--|---------------------|
| Item | Travis County Funds |
| 1. Grant Funded Program Budget | \$395,000.00 |
| 2. Previous Payments Requested | \$0.00 |
| 3. AMOUNT OF THIS PAYMENT REQUEST | \$0.00 |
| 4. Total Payments Requested (Item 2 plus Item 3) | \$0.00 |
| 5. Balance (Item 1, minus Item 4) | \$395,000.00 |

| SECTION III - CERTIFICATION (<i>Must be completed by Contractor</i>) | | |
|---|-------|------|
| I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs. | | |
| Authorized Signature | Title | Date |
| | | |
| Preparer's Signature | Title | Date |
| | | |

| SECTION IV - PAYMENT APPROVAL - (<i>TRAVIS CO. Staff</i>) | | |
|---|--------------------------------------|------|
| Contract Manager's Signature | Name and Title | Date |
| | John C. Bradshaw Contract Specialist | |

| SECTION V - PAYMENT APPROVAL - (<i>Travis County FINANCE</i>) | | | |
|---|----------------|------------------|-----------------------|
| TC HHS & VS Financial Approval | Name and Title | Date | AMOUNT APPROVED |
| | | | |
| County Account Number | Issue Area | Vendor ID Number | Purchase Order Number |
| | | | |

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Report Period: May 2009

Inv. #: 8

Agency: **Austin Travis County MHMR C.**
 Agency contact: First and Last Names
 E-mail: name@address.org

Program: **System of Care MSO**
 Phone: number, ext.
 Fax: number, ext.

Current contract term:
 Oct. 1, 2008 - Sept. 30, 2009

| Line | Approved Budget | | Actual Expenditures & Balance | | |
|--|---|-------------------|-------------------------------|-------------------------|-------------------|
| | Item | Approved Budget | Expenditures May 2009 | Cumulative Expenditures | Budget Balance |
| PERSONNEL | | | | | |
| 1 | Salaries - REGULAR time | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 | Salaries-OVERTIME (Trav. Co. only) | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | Benefits | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Other (Specify) | 0.00 | 0.00 | 0.00 | 0.00 |
| A | SUBTOTAL - PERSONNEL | 0.00 | 0.00 | 0.00 | 0.00 |
| OPERATING EXPENSES | | | | | |
| 5 | General Operating Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 6 | Insurance/Bonding | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | Audit Expenses (for Travis Co. funds, include pro-rata share only) | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | Consultants / Contractual | 0.00 | 0.00 | 0.00 | 0.00 |
| 9 | Staff Travel - <u>within</u> Travis County | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | Conference/Seminars/Trng. <u>within</u> Travis Co. | 0.00 | 0.00 | 0.00 | 0.00 |
| 11 | Staff Travel - <u>out of</u> Travis Co. | 0.00 | 0.00 | 0.00 | 0.00 |
| 12 | Conferences/Seminars/Tng <u>out of</u> Travis County | 0.00 | 0.00 | 0.00 | 0.00 |
| 13 | Other (specify) | 0.00 | 0.00 | 0.00 | 0.00 |
| 14 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| B | SUBTOTAL - OP. EXPENSES | 0.00 | 0.00 | 0.00 | 0.00 |
| DIRECT ASSISTANCE | | | | | |
| 15 | Food / Beverage - for clients | 0.00 | 0.00 | 0.00 | 0.00 |
| 16 | Financial Assistance to Individuals (e.g., rent, mortgage, utilities) | 0.00 | 0.00 | 0.00 | 0.00 |
| 17 | Other (specify) Specific Assistance to Individuals | 365,934.00 | 0.00 | 0.00 | 365,934.00 |
| 18 | MSO fee | 29,066.00 | 0.00 | 0.00 | 29,066.00 |
| C | SUBTOTAL: DIRECT ASSIST. | 395,000.00 | 0.00 | 0.00 | 395,000.00 |
| EQUIPMT./CAPITAL OUTLAY | | | | | |
| 19 | List items (specify equipmt/capit.) | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | | 0.00 | 0.00 | 0.00 | 0.00 |
| D | SUBTOTAL - EQPMT./ CAPITAL | 0.00 | 0.00 | 0.00 | 0.00 |
| RECOVERED ADVANCE PAYMENTS | | | | | |
| Note: any amounts on line E must be input as negative dollars (reimbursed) | | | | | |
| E | SUBTOTAL: RECOVERED ADVANCE PAYMENTS | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | TOTALS (A+B+C+D+E) | 395,000.00 | 0.00 | 0.00 | 395,000.00 |
| | Maximums Allowable | 395,000.00 | 395,000.00 | 395,000.00 | |

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

| | |
|-------------------------------|-------------|
| Travis Co. USE ONLY: | |
| Reviewed & approved by: _____ | Date: _____ |

Last Updated 5-21-09 at 4:56pm

BUDGET REVISION REQUEST

Travis County Health and Human Services & Veterans Service Department

Agency Name: Austin Travis County MHMR Center

Revision for: **Travis County Funding Only**

Program Name: System of Care MSO

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: (No.)

Contract Term: Oct. 1, 2008 - Sept 30, 2009

Effective Date for Revision: (date to be effective)

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

| Line | Item | Approved Budget | Prior Approval Required ? | Adjustment Amt. (indicate + or -) | Revised Budget |
|--------------------------------|---|-----------------|---------------------------|-----------------------------------|----------------|
| PERSONNEL | | | | | |
| 1 | Salaries - REGULAR time | | | | 0.00 |
| 2 | Salaries-OVERTIME (Trav.Co. only) | | | | 0.00 |
| 3 | Benefits | | | | 0.00 |
| 4 | Other (Specify) | | YES | | 0.00 |
| A | SUBTOTAL - PERSONNEL | 0.00 | | 0.00 | 0.00 |
| OPERATING EXPENSES | | | | | |
| 5 | General Operating Expenses | | | | 0.00 |
| 6 | Insurance/Bonding | | | | 0.00 |
| 7 | Audit Expenses (for Travis Co. funds, include pro-rata share only) | | | | 0.00 |
| 8 | Consultants / Contractual | | | | 0.00 |
| 9 | Staff Travel - within Travis County | | | | 0.00 |
| 10 | Conference/Seminars/Tmg. within Travis Co. | | | | 0.00 |
| 11 | Staff Travel - out of Travis Co. | | YES | | 0.00 |
| 12 | County | | YES | | 0.00 |
| 13 | Other (specify) | | YES | | 0.00 |
| 14 | #REF! | | YES | | 0.00 |
| B | SUBTOTAL - OPER. EXPENSES | 0.00 | | 0.00 | 0.00 |
| DIRECT ASSISTANCE | | | | | |
| 15 | Food / Beverage - for clients | | | | 0.00 |
| 16 | Financial Assistance to Individuals (e.g., rent, mortgage, utilities) | | | | 0.00 |
| 17 | Other (specify) | | YES | | 0.00 |
| 18 | #REF! | | YES | | 0.00 |
| C | SUBTOTAL: DIRECT ASSIST. | 0.00 | | 0.00 | 0.00 |
| EQUIPMT./CAPITAL OUTLAY | | | | | |
| 19 | List items (specify equipmt/capit.) | | YES | | 0.00 |
| 20 | #REF! | | YES | | 0.00 |
| D | SUBTOTAL - EQPMT./ CAPITAL | 0.00 | | 0.00 | 0.00 |
| 21 | TOTALS (A+B+C+D+E) | 0.00 | | 0.00 | 0.00 |

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____



5-21-09 at 4:56pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

8

Approved by: _____

Cyd V. Grimes 5/18/09

Voting Session: Tuesday, May 26, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR SPORTS FIELD TURF MAINTENANCE, IFB #B090241-LD, TO THE LOW BIDDER, KBRO SPORTS FIELD MANAGEMENT. (TNR)

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: TNR, Joe Gieselman, Executive Manager, Isabelle Lopez, Kurt Nielsen, 854-9383

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

This contract will provide sports field turf maintenance for TNR.

On April 20, 2009, IFB #B090241-LD, was issued to 29 vendors. Five bids were received on May 11, 2009. TNR has reviewed the bids and recommends award to the lowest bidder, KBRO Sports Field Management.

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

- **Contract-Related Information:**

Award Amount: (Estimated quantity) As needed basis.

Contract Type: Annual Contract

Contract Period: May 26, 2009 through May 25, 2010

- **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period:



➤ **Solicitation-Related Information:**

Solicitations Sent: 29

Responses Received: 5

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition 466652 in H.T.E.
- Funding Account(s): 001-4945-631-3043, 001-4945-631-6099
- Comments: Department enters requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

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

➤ APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE



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

RECEIVED
TRAVIS COUNTY
2009 MAY 15 PM 3:24
PURCHASING
OFFICE

May 14, 2009

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent
Caryl B. Gieselman
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Place item on the Commissioners' Court Agenda to Award a Contract for Sports Field Turf Maintenance - Bid B090241-LD

TNR received and reviewed five (5) bids for the above referenced item and recommends contract award to the apparent low bidder, KBRO Sports Field Management, in the amount of \$63,221.00 for sports field turf maintenance at Northeast Metro and Southeast Metro Park.

Funds for this award are encumbered under requisition number 466652, commodity/sub-commodity 790/050 and 988/036, account number 001-4945-631-3043 and 001-4945-631-6099.

If you have any questions or require additional information, please contact Kurt Nielsen, District Park Manager at 854-7218.

IL:JPG:il

awd
cc: Mike Crawford, County Auditor's Office
Loren Breland, Purchasing
Kurt Nielsen, TNR

| | | | | | |
|-----------------------------|-----------------------|-------------------------------|-------------|--|---|
| TruGreen LandCare | First Offer - \$0.42 | 22700 / square foot | \$9,534.00 | | Y |
| Agency Product Code: | | Supplier Product Code: | | | |
| Agency Notes: | | Supplier Notes: | | | |
| Garner's Gardening | First Offer - \$0.506 | 22700 / square foot | \$11,486.20 | | Y |
| Agency Product Code: | | Supplier Product Code: | | | |
| Agency Notes: | | Supplier Notes: | | | |

Supplier Totals

| | | | |
|-------------------------------------|---|------------------------|---|
| KBRO Sports Field Management | | \$63,221.00 | (5/5 items) |
| Bid Contact | Kirk Knussmann kknussmann@yahoo.com Ph 512-801-2983 | Address | 1100 Buffalo Gap Rd Lakeway, TX 78734 |
| Qualifications | SB | | |
| Agency Notes: | | Supplier Notes: | |
| 4E Sportsfields | | \$87,058.80 | (5/5 items) |
| Bid Contact | Larry Rider 4e-sportsfields@cebridge.net Ph 713-703-4442 | Address | 2909 Independence Melissa, TX 75454 |
| Agency Notes: | | Supplier Notes: | |
| Garner's Gardening | | \$91,040.40 | (5/5 items) |
| Bid Contact | Robert Garner robert@garnersgardening.com Ph 254-371-9323 | Address | 2907 Lindsey Dr Copperas Cove, TX 76522 |
| Agency Notes: | | Supplier Notes: | |
| TruGreen LandCare | | \$116,451.00 | (5/5 items) |
| Bid Contact | David Schlott daveschlott@landcare.com Ph 512-563-0334 | Address | 8711 Burnet Road Suite F-72 Austin, TX 78757 |
| Agency Notes: | | Supplier Notes: | |
| Great Greens of America | | \$160,960.00 | (5/5 items) |
| Bid Contact | Travis Cash traviscash@greatgreens.net Ph 512-947-0800 | Address | PO Box 1426 Georgetown, TX 78627 |
| Agency Notes: | | Supplier Notes: | |

**

Account Balance Inquiry

Last Updated 5-21-09 at 4:56pm

Account number : 1-4945-631.30-43
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 63 COMM-ECON DEV (PKS & REC)
Sub activity : 1 PITD (PARKS)
Element : 30 OPERATG, SUPPLIES, RP&E
Object : 43 YARDS, GROUND, AG EQ/SUPP

Original budget : 220,589
Revised budget : 148,221 04/08/2009
Actual expenditures - current : 2,144.01
Actual expenditures - ytd : 75,652.54
Unposted expenditures : .00
Encumbered amount : 46,453.74
Unposted encumbrances : .00
Pre-encumbrance amount : 20,902.74
Total expenditures & encumbrances: 145,153.03 97.9%
Unencumbered balance : 3,067.97 2.1

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

Account Balance Inquiry

Last Updated 5-21-09 at 4:56pm

Account number : 1-4945-631.60-99
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 63 COMM-ECON DEV (PKS & REC)
Sub activity : 1 PITD (PARKS)
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 162,469
Revised budget : 317,630 05/04/2009
Actual expenditures - current . . . : 1,696.80
Actual expenditures - ytd : 43,295.76
Unposted expenditures : .00
Encumbered amount : 59,652.57
Unposted encumbrances : .00
Pre-encumbrance amount : 174,140.46
Total expenditures & encumbrances: 278,785.59 87.8%
Unencumbered balance : 38,844.41 12.2

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



Updated 5-21-09 at 4:56pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

9

Approved by: _____

Cyd V. Grimes 5/19/09

Voting Session: Tuesday, May 26, 2009

REQUESTED ACTION: APPROVE CONTRACT FOR TRANSPORTATION AND EXTRADITION SERVICES TO US EXTRADITION SERVICE, INC. (SHERIFF)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: Sheriff, Debra Galloway, Mark Sawa, 854-9758, Francisco Ordaz, 854-3249, Greg Hamilton, 854-9770

County Attorney (when applicable): Jim Connolly, 854-9415

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

RECEIVED
COUNTY JUDGES OFFICE
09 MAY 19 PM 3:43

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract will provide prisoner transportation and extradition services for the Sheriff's Office.

On April 14, 2009, the Commissioners Court approved the rejection of the two proposals received for Extradition and Transportation Services under Request For Service (RFS) #S090174-OJ. Purchasing requests the service be exempted as professional services. A contract between Travis County and US Extradition Service, Inc. has been prepared by Jim Connolly, County Attorney, and signed by the contractor. The exemption for Extradition and Transportation Services as professional services has been incorporated into the contract.

US Extradition Service, Inc. is a certified Historically Underutilized Business (HUB) vendor.

- **Contract Expenditures:** Within the last 12 months \$24,568.70 has been spent against this contract.

Not applicable

- **Contract-Related Information:**

Award Amount: (Estimated quantity)

Contract Type: Annual Contract

Contract Period: May 26, 2009 through May 25, 2010

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-3705-561-6309

Comments: A purchase order is issued at the time the service is required.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified __ Not Verified __ by Auditor



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

Date: April 2, 2009

MEMORANDUM

To: Lolly Jones, Travis County Purchasing Agent

From: Linda Hollis, Accountant Associate-TCCC Finance

Through: Maria Wedhorn, Financial Analyst -TCCC Finance

Subj: Transportation and Extradition Services

Travis County Sheriff's office is submitting a recommendation to reject all proposals received for the Request for Service (RFS) Solicitation #S090174-OJ. TCSO is seeking an exemption order for the Extradition and Transportation services as professional services.

TCSO requests a contract to be entered into with US Extradition Service Inc for the Extradition and Transportation service.

The funding account number will be: 001-3705-561-6309

If you have any additional questions, please contact me at 854-5219

Thanks

A handwritten signature in black ink, appearing to read "Linda Hollis".



Safety, Integrity, Tradition of Service

Last Updated 5-21-09 at 4:56pm

Lolly Jones - Fwd: Re: US Extradition payments

From: Lolly Jones
To: Debra Galloway; Mark Sawa
Subject: Fwd: Re: US Extradition payments
CC: Jim Connolly; Linda Hollis; Maria Wedhorn

Thank you Debra & Mark.

>>> Mark Sawa 5/11/2009 5:15 PM >>>
It looks good to me Lolly.

Mark D. Sawa
Major, Administration & Support
Travis County Sheriffs Office
Work (512) 854-9758
Fax (512) 854-4554

>>> Lolly Jones 5/11/2009 3:51 PM >>>
Hi there,
Attached is the first draft of the USES contract. Please review and let me and Jim know if you have any questions and/or want to add or change something to the contract. Please do this as soon as you can so we can move forward with awarding a contract soon.

Thank you all.

>>> Jim Connolly 5/11/2009 3:46 PM >>>
Lolly,
I've finished a first draft of a contract with US Extradition Services, Inc. I have attached it for review by you and the Sheriff's Office. I used a recent extradition contract with PTS as a template for this contract. As we discussed, since we canceled the RFS, I didn't incorporate or attach USES's proposal in response to the RFS. If there is anything in the proposal that you or the department think needs to be in the contract, please identify it so that we can figure out a way to include it. I'm going to be out of the office for a couple of days, so I wanted to get this first draft to you so that we can get this thing in place by the end of the month. Will you please forward to whoever needs to see it at the Sheriff's Office.
Thanks.
Jim

>>> Lolly Jones 5/11/2009 3:21 PM >>>
Let me find out about this issue and I'll get back to you. Thank you.

>>> Jim Connolly 5/11/2009 2:54 PM >>>
It appears that US Extradition wants its payments to go to Riviera Finance. Is this correct? How are checks to be made out and where should they be sent?

Account Balance Inquiry

Account last updated 5-21-09 at 4:56pm

1-3705-561.63-09

Fund : 001 GENERAL FUND
 Department : 37 SHERIFF
 Division : 05 SUPPORT BUREAU-PUBLIC SAF
 Activity basic : 56 PUBLIC SAFETY (LAW ENF)
 Sub activity : 1 ADMINISTRATION (SHERIFF)
 Element : 63 CT RELATED EXPENDITURES
 Object : 09 EXTRADITION

| | | | |
|---|---|-----------|------------|
| Original budget | : | 40,000 | |
| Revised budget | : | 47,935 | 04/14/2009 |
| Actual expenditures - current | : | 1,866.47 | |
| Actual expenditures - ytd | : | 14,214.90 | |
| Unposted expenditures | : | .00 | |
| Encumbered amount | : | 7,868.14 | |
| Unposted encumbrances | : | .00 | |
| Pre-encumbrance amount | : | 958.21 | |
| Total expenditures & encumbrances: | : | 24,907.72 | 52.0% |
| Unencumbered balance | : | 23,027.28 | 48.0 |

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

**CONTRACT BETWEEN TRAVIS COUNTY
AND US EXTRADITION SERVICE, INC.
FOR PRISONER TRANSPORTATION
AND EXTRADITION SERVICES**

This Contract for Prisoner Transportation and Extradition Services (the "Contract") is made by and between the following parties: Travis County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", and US Extradition Service, Inc., hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY desires to obtain prisoner transportation and extradition services; and,

WHEREAS, CONTRACTOR is qualified to provide such prisoner transportation and extradition services to COUNTY; and,

WHEREAS, COUNTY and CONTRACTOR desire to enter into a contract pursuant to which CONTRACTOR will provide such transportation and extradition services to COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR agree to the terms and conditions stated in this Contract.

AGREEMENT

1. DEFINITIONS.

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

1.2.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

1.2.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

1.3 "Is doing business" and "has done business" means:

COPY

- 1.3.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- 1.3.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- 1.3.3 but does not include:
 - 1.3.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
 - 1.3.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
 - 1.3.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.4 "Key Contracting Person" means any person or business listed in the list of Key Contracting Persons which is attached to the Ethics Affidavit as Exhibit 1.

1.5 "Purchasing Agent" means the Travis County Purchasing Agent, or designee.

2. **TERM.**

- 2.1 Initial Term. The Initial Term of this Contract shall be for a twelve (12) month period (one year) commencing on the date that the Contract is approved by the Travis County Commissioners Court.
- 2.2 Options to Extend. COUNTY may unilaterally extend this Contract for (i) three additional one (1) year periods and (ii) three additional one-month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"). COUNTY shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary. All provisions of this Contract shall remain unchanged and in full force and effect during any and all extension periods that result from COUNTY'S exercise of its Options to Extend.

3. **CONTRACTOR PERFORMANCE OF SERVICES.**

- 3.1 Scope of Services. CONTRACTOR shall provide prisoner transportation and extradition services for COUNTY in accordance with the terms and conditions of this Contract, including the attachments hereto.
- 3.2 Compliance with Law. All services and activities performed by CONTRACTOR in connection with this Contract shall be in compliance with all applicable federal, state, and local laws, rules and regulations, including but not limited to The Interstate Transportation of Dangerous

COPY

Criminals Act of 2000, Public Law 106-560, and 28 C.F.R. Part 97 – Standards for Private Entities Providing Prisoner or Detainee Services.

- 3.3 Training. All contractor employees involved in the pick-up and transport of prisoner(s) shall have a police and/or corrections background or have successfully completed a training program which focuses on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein. CONTRACTOR shall:
 - 3.3.1 Provide documentation to show transporting agents have received complete training in all phases of prisoner transport, weapons qualifications, and are properly licensed in accordance with all state and federal requirements.
 - 3.3.2 Provide specific qualifications and criminal histories of their personnel.
- 3.4 Identification. CONTRACTOR employees involved in the pick-up and transport of prisoners shall:
 - 3.4.1 Dress in a professional manner. Employees are required to wear a uniform bearing the company logo and employee's name. Street/Casual clothes (i.e. jeans, t-shirts with popular printed material, sandals, "flip flops", etc.) are not acceptable. Travis County Sheriff's Officials may not release the prisoners if proper attire is not worn by the contractor employees. If this occurs, CONTRACTOR will not be compensated for the trip.
 - 3.4.1 Carry identification that indicates information including, but not limited to, the company's name, employee's name, photo and physical description, including at least one fingerprint image. The identification must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.
- 3.5 Transport Procedure.
 - 3.5.1 Notification of Transport. The Travis County Sheriff's Office will notify the contractor via fax of a scheduled pick-up or transport of a prisoner or parolee. In turn, CONTRACTOR will notify COUNTY of the proposed charges for such services and the proposed pick-up and drop-off dates. COUNTY must notify CONTRACTOR of its consent to the proposed costs and timetable prior to CONTRACTOR performing any services.
 - 3.5.2 Purchase Order Required. CONTRACTOR shall not perform services until a purchase order is issued by a representative of the County Purchasing Office.
 - 3.5.3 Time for Pick-up and Drop-off. Unless COUNTY and CONTRACTOR agree upon a specific pick-up date, CONTRACTOR shall pick up as soon as reasonably possible, but not later than ten days after notice from COUNTY. The pick-up location will determine a prisoner's time in transit to Travis County. CONTRACTOR will make every effort to return each prisoner as quickly as possible, following all applicable state and federal laws.

4 PRICE SCHEDULE.

4.4 Ground Transportation.

- 4.4.1 Prices for ground transportation shall be based on the direct one-way mileage between pick-up and drop-off points. Mileage will be determined

COPY

- 4.4.2 Mileage rate for adult males shall be \$1.00 (one dollar) per mile. This rate is for both interstate and intrastate transport.
- 4.4.3 Mileage rate for adult females shall be \$1.00 (one dollar) per mile. This rate is for both interstate and intrastate transport.
- 4.4.4 Minimum charge per transport is two hundred dollars (\$200.00).
- 4.4.5 A discount of fifty percent (50%) shall apply to each additional prisoner transported between the same pick-up and drop-off locations.
- 4.5 Surcharges may apply if special circumstances exist, such as court appearances or release dates, last minute air transports, lifting/carrying inmates, etc. Any such surcharges must be agreed upon in advance and shall not exceed \$250.
- 4.6 Cancellation. If COUNTY cancels a prisoner transportation order before CONTRACTOR is en route to pick up the prisoner, there will be no charge to COUNTY. If COUNTY cancels a prisoner transportation order after CONTRACTOR is en route to pick up the prisoner, COUNTY will pay \$200.

5 INVOICING AND PAYMENT.

5.1 Invoicing Requirements. CONTRACTOR shall submit the following information to the Travis County Sheriff's Office on a monthly basis, prior to payment for transportation services:

- 5.1.1 Point of origin and point of delivery.
- 5.1.2 Date of transfer.
- 5.1.3 Number of prisoners/parolees transferred, including name and number for each person.
- 5.1.4 Mode of transportation used (bus, van, car, aircraft, etc.).
- 5.1.5 Mileage claimed.
- 5.1.6 Unit price and total amount claimed.
- 5.1.7 Purchase order number.

5.2 Payments.

- 5.2.1 For and in consideration of the satisfactory performance of prisoner transportation and extradition services as described herein and CONTRACTOR'S compliance with the terms and conditions of this Contract, COUNTY shall pay CONTRACTOR in accordance with section 4, Price Schedule, not later than thirty (30) days following the receipt of an invoice containing the information required by section 5.1 above.
- 5.2.2 Remittance address for all payments for services provided by the CONTRACTOR will be: US Extradition Service, Inc., c/o Riviera Finance, Attn: Lauren Courtway, P.O. Box 100305, Pasadena, Ca. 91189.

COPY

6. **CONTRACTOR CERTIFICATIONS.**

6.1 CONTRACTOR certifies that CONTRACTOR is a duly qualified, capable, and bondable business entity, CONTRACTOR is not in Receivership and does not contemplate it, and CONTRACTOR has not filed for bankruptcy and does not contemplate it. Further CONTRACTOR certifies that CONTRACTOR is not currently delinquent with respect to payment of property taxes within Travis County.

6.2 CONTRACTOR warrants that all applicable copyrights, patents, and licenses which may exist on materials used in this contract have been adhered to and further warrants that COUNTY shall not be liable for any infringement of those rights and any rights granted to COUNTY shall apply for the duration of the contract. CONTRACTOR shall indemnify COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in this contract.

7. **INDEPENDENT CONTRACTOR.** CONTRACTOR is associated with COUNTY only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, CONTRACTOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationship of employer-employee or of principal-agent, or to otherwise create any liability for COUNTY whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or of any other party. CONTRACTOR shall be solely responsible for (and COUNTY shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by CONTRACTOR, arising out of CONTRACTOR's association with COUNTY pursuant hereto, and CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

8. **EXEMPTION.** The Travis County Commissioners Court hereby orders this Contract exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024 of the Texas Local Government Code as a contract for professional or personal services and/or services necessary to protect the public safety of the residents of Travis County.

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

10. **ASSIGNMENT.**

10.1 Assignment: The parties to this contract shall not assign any of the rights or obligation under this

COPY

agreement without the prior written consent of the other party. No official, employee, representative or agent of COUNTY has the authority to approve any assignment under this contract unless that specific authority is expressly granted by Commissioners Court.

10.2 **Successors Bound:** The terms, provisions, covenants, obligations and conditions of this agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this contract if the assignment or transfer is made in compliance with the provisions of this contract.

10.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to CONTRACTOR will be recognized until it is approved by Commissioners Court.

11. **FORCE MAJEURE.** Neither party is liable to the other for any delays or damages or any failure to act caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this agreement, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered a breach of this contract.

12. **TERMINATION.** COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, COUNTY shall pay CONTRACTOR for services rendered prior to the effective date of the termination, provided that the services are rendered in accordance with this Contract and approved by COUNTY. COUNTY shall not be liable for loss of any profits anticipated under this contract.

13. **RESERVED**

14. **AMENDMENTS / MODIFICATIONS**

14.1 **General.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

14.2 **Requests for Changes.** CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to the Purchasing Agent at the Purchasing Office.

15. **COUNTY ACCESS.** CONTRACTOR shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this contract for inspection, audit or reproduction by any authorized representative of COUNTY to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

16. **CIVIL RIGHTS/ADA COMPLIANCE.** CONTRACTOR shall provide all services and activities required

COPY

in accordance with the following: To comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if CONTRACTOR were an entity bound to comply with these laws. CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

17. **GRATUITIES.** COUNTY may terminate this contract if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any COUNTY official or employee with a view toward securing favorable treatment with respect to this contract. If this contract is terminated by the COUNTY pursuant to this provision, COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONTRACTOR at least three times the cost incurred by CONTRACTOR in providing the gratuities.
18. **ETHICS POLICY/FORFEITURE OF CONTRACT.** CONTRACTOR shall forfeit all benefits of the contract and COUNTY shall retain all performance by CONTRACTOR and recover all consideration or the value of all consideration paid to CONTRACTOR pursuant to this contract if:
 - 18.1 CONTRACTOR was doing business at the time of signing this contract or had done business during the 365 day period immediately prior to the date on which it signed this contract with one or more Key Contracting Persons, if CONTRACTOR has not disclosed the name of that Key Contracting Person in Exhibit 2, Disclosure Statement, which is expressly incorporated in this contract; or
 - 18.2 CONTRACTOR does business with a Key Contracting Person after the date on which it signs this contract and prior to full performance of the contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days after commencing business with that Key Contracting Person..
19. **SUBCONTRACTS.**
 - 19.1 CONTRACTOR shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from COUNTY. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.
 - 19.2 If a subcontract is approved, CONTRACTOR must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. CONTRACTOR must obtain COUNTY approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by CONTRACTOR to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.
20. **DISPUTES AND APPEALS.** The Purchasing Agent acts as the COUNTY representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this contract. If the CONTRACTOR does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized COUNTY person, the CONTRACTOR must submit a written notice to the Purchasing Agent within ten calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the CONTRACTOR's satisfaction, CONTRACTOR may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. CONTRACTOR then has the right to be heard by

COPY

21. **ASSIGNMENT OF CONTRACT OR MORTGAGE.** CONTRACTOR must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary, without the express written approval of the Commissioners Court. CONTRACTOR must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

22. **NOTICES.**

22.1 Any notice required or permitted to be given under this contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given 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 to whom the notice is to be given at the address set forth in this section.

22.2 The address of COUNTY for all purposes under this contract shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

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

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

and to:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

22.3 The address of CONTRACTOR for all purposes under this contract shall be the address shown in the Notice of Contract Award.

22.4 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

23. **INSURANCE REQUIREMENTS:** During the period of this contract, CONTRACTOR shall maintain insurance in accordance with Attachment A, Insurance Requirements.

24. **CONSTRUCTION OF CONTRACT**

24.1 **Law and Venue.** This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any

COPY

dispute arising out of this contract is in Travis County, Texas.

- 24.2 Severability. If any portion of this contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 24.3 Headings. Headings and titles at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this contract.
- 24.4 Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- 24.5 Gender and Number. Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.
25. **ENTIRE CONTRACT:** All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.
26. **CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:**
- 26.1 CONTRACTOR shall indemnify COUNTY, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services provided by CONTRACTOR under this Contract. It is the expressed intention of the parties to this contract, both CONTRACTOR and COUNTY, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect COUNTY from the consequences of CONTRACTOR's actions.
- 26.2 Notification of Claims. If any claim, or other action, that relates to CONTRACTORs performance under this contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR, CONTRACTOR shall give written notice to COUNTY of the following information within three (3) working days after being notified of it:
- 26.2.1 The existence of the claim, or other action;
- 26.2.2 The name and address of the person, firm, corporation or their entity that made a claim, or that instituted any type of action or proceeding;
- 26.2.3. The alleged basis of the claim, action or proceeding;
- 26.2.4 The court or administrative tribunal, if any, where the claim, action or proceeding was

COPY

26.2.5 The name or names of any person against whom this claim is being made.

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

27. **ADDITIONAL GENERAL PROVISIONS:**

27.1 COUNTY may assign any of its obligations under this contract.

27.2 CONTRACTOR must comply with all federal and state laws and regulations, city and county ordinances, orders, and regulations, relating in any way to this contract.

27.3 CONTRACTOR must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

27.4 CONTRACTOR must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of CONTRACTOR.

27.5 Despite anything to the contrary in this contract, if CONTRACTOR is delinquent in payment of property taxes at the time of providing services, CONTRACTOR hereby assigns the portion of the amount payable under this contract equal to the amount CONTRACTOR is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

28. **DESIGNATED COUNTY HOLIDAYS 2009:** No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

| HOLIDAY | 2009 |
|----------------------------------|------------------------------------|
| New Year's Day..... | Thursday.....Jan1,.....2009 |
| Martin Luther King, Jr. Day..... | MondayJan19,.....2009 |
| President's Day..... | MondayFeb.....16,.....2009 |
| Memorial Day..... | MondayMay ...25,.....2009 |
| Independence Day..... | FridayJul.....03,.....2009 |
| Labor Day..... | MondaySep.....07,.....2009 |
| Veteran's Day..... | Wednesday.....Nov.....11,.....2009 |
| Thanksgiving Day..... | Thursday.....Nov.....26,.....2009 |
| Friday after Thanksgiving..... | FridayNov.....27.....2009 |
| Christmas Season..... | Thursday.....Dec24,.....2009 |
| Christmas Season..... | FridayDec25,.....2009 |

29. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this contract, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in

COPY

TEX. CIV. PROC. AND REM. CODE ANN., 154.073, unless both parties agree, in writing, to waive the confidentiality.

30. **TIN REQUIRED:** CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations.
31. **NON-WAIVER OF DEFAULT:**
- 31.1 The waiver of a breach of any term or condition of this contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term or condition. No official, agent, employee or representative of COUNTY may waive any breach of any term or condition of this contract unless expressly granted that specific authority by Commissioner Court.
- 31.2 All rights of COUNTY under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of COUNTY under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
32. **FUNDING OUT:** Despite anything to the contrary in this contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this contract after giving CONTRACTOR thirty (30) days written notice that this contract is terminated due to the failure to fund it.
33. **FUNDING:** Funds for payment on this contract have been provided through the county budget approved by Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this contract except for unanticipated needs or events, which may prevent such payments against this contract. However, county cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for county extends from October 1st of each calendar year to September 30th of the next calendar year.
34. **CERTIFICATION OF ELIGIBILITY:** CONTRACTOR certifies that it is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list CONTRACTOR will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this contract for default.
35. **ATTACHMENTS.** The attachments and exhibits lettered and numbered below are made a part hereof and constitute required terms and conditions of this Contract.
- 35.1 Attachment A: Insurance Requirements
- 35.2 Attachment B: Ethics Affidavit, including the following exhibits.
- 35.2.1 Exhibit 1: List of Key Contracting Persons.

COPY

36. If required under Chapter 176, Texas Local Government Code, the CONTRACTOR shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, the CONTRACTOR shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The CONTRACTOR should note that the law requires that the COUNTY provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the COUNTY release information which is excepted from disclosure under the Texas Public Information Act. As between the COUNTY and the CONTRACTOR the CONTRACTOR shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

EXECUTED as of the later date set forth below.

CONTRACTOR:

By: _____
Printed Name:
Its Duly Authorized Agent

Date: _____

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

Susan Spataro, Travis County Auditor

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent



**ATTACHMENT A
INSURANCE REQUIREMENTS**

INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person).....\$500,000.00
Bodily Injury (Each accident).....\$1,000,000.00
Property Damage\$300,000.00

General Liability (Including Contractual Liability):

Bodily Injury.....\$1,000,000.00
Property Damage\$300,000.00

Excess Liability:

Umbrella Form.....Not Required

Worker's Compensation:.....Statutory

COPY

ATTACHMENT B

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Offerer: _____
County of Offerer: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offerer to make this affidavit for Offerer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offerer has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Offerer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

ATTACHMENT 1

COPY

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
May 19, 2009

CURRENT

| Position Held | Name of Individual Holding Office/Position | Name of Business Individual is Associated |
|--|---|--|
| County Judge..... | Samuel T. Biscoe | |
| County Judge (Spouse)..... | Donalyn Thompson-Biscoe | MHMR |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant | Nicole Grant* | |
| Executive Assistant | Melissa Velasquez | |
| Executive Assistant | Josie Z. Zavala | |
| Commissioner, Precinct 1 | Ron Davis | |
| Commissioner, Precinct 1 (Spouse) | Annie Davis | Seton Hospital |
| Executive Assistant | Chris Fanuel | |
| Executive Assistant | Felicitas Chavez | |
| Commissioner, Precinct 2 | Sarah Eckhardt | |
| Commissioner, Precinct 2 (Spouse)..... | Kurt Sauer | Daffer McDonald, LLP |
| Executive Assistant | Loretta Farb | |
| Executive Assistant | Joe Hon* | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3 | Karen Huber* | |
| Commissioner, Precinct 3 (Spouse) | Leonard Huber..... | Retired |
| Executive Assistant | Garry Brown* | |
| Executive Assistant | Kelly Darby* | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant | Edith Moreida | |
| Executive Assistant | Norma Guerra | |
| Special Assistant to Comm. Court. | Christian Smith* | |
| County Treasurer | Dolores Ortega-Carter | |
| County Auditor | Susan Spataro | |
| Executive Manager, Administrative | Alicia Perez | |
| Executive Manager, Budget & Planning | Rodney Rhoades* | |
| Exec Manager, Emergency Services | Danny Hobby | |
| Exec. Manager, Health/Human Services | Sherri E. Fleming | |
| Executive Manager, TNR | Joseph Gieselman | |
| Executive Manager, Criminal Justice Planning | Roger Jeffries* | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney .. | Steve Capelle* | |
| Executive Assistant, Civil Division..... | Jim Collins | |
| Director, Transactions Division .. | John Hille | |
| Attorney, Transactions Division..... | Tamara Armstrong | |
| Attorney, Transactions Division..... | Daniel Bradford | |
| Attorney, Transactions Division..... | Mary Etta Gerhardt | |
| Attorney, Transactions Division..... | Barbara Wilson | |
| Attorney, Transactions Division..... | Jim Connolly | |
| Attorney, Transactions Division..... | Tenley Aldredge | |
| Attorney, Transactions Division..... | Julie Joe | |
| Attorney, Transactions Division..... | Christopher Gilmore | |
| Attorney, Transactions Division..... | Stacy Wilson | |
| Attorney, Transactions Division..... | Sarah Churchill* | |
| Purchasing Agent | Cyd Grimes, C.P.M. | |
| Assistant Purchasing Agent | Marvin Brice, CPPB | |
| Assistant Purchasing Agent..... | Bonnie Floyd, CPPO, CPPB, CTPM | |
| Purchasing Agent Assistant IV..... | Diana Gonzalez | |
| Purchasing Agent Assistant IV..... | Lee Perry | |
| Purchasing Agent Assistant IV..... | Jason Walker | |
| Purchasing Agent Assistant IV..... | Richard Villareal | |

COPY

Purchasing Agent Assistant IV at 4:56pm..... Oralia Jones, CPPB
Purchasing Agent Assistant IV..... Lori Clyde, CPPB
Purchasing Agent Assistant IV..... Scott Wilson*
Purchasing Agent Assistant IV..... Jorge Talavera, CPPB
Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P. *
Purchasing Agent Assistant III..... Vania Ramaekers, CPPB
Purchasing Agent Assistant III..... Michael Long, CPPB
Purchasing Agent Assistant III..... Rebecca Gardner
Purchasing Agent Assistant III..... Rosalinda Garcia
Purchasing Agent Assistant III..... Loren Breland
Purchasing Agent Assistant II..... Donald E. Rollack
Purchasing Agent Assistant II..... Nancy Barchus, CPPB
HUB Coordinator..... Sylvia Lopez
HUB Specialist... Betty Chapa
HUB Specialist... Jerome Guerrero
Purchasing Business Analyst..... Scott Worthington
Fiscal Services Director, Sheriff's Office..... Francisco Ordaz
Fiscal Services, Sheriff's Office..... Maria Wedhorn
Sheriff's Office... Major Mark Sawa
Sheriff's Office... Lt. Debra Galloway
Sheriff's Office... Nate Gillespie

FORMER EMPLOYEES

| Position Held | Name of Individual | |
|---------------------------------------|-------------------------|--------------------|
| | Holding Office/Position | Date of Expiration |
| Commissioner, Precinct 3 | Gerald Daugherty | 12/31/09 |
| Executive Assistant | Robert Moore | 12/31/09 |
| Executive Assistant | Martin Zamzow .. | 12/31/09 |
| First Assistant County Attorney | Randy Leavitt | 1/23/10 |

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

COPY

Offerer acknowledges that Offerer is doing business or has done business during the 365 day period immediately prior to the date on which this RFO is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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

EXHIBIT 2

COPY

11

Travis County Commissioners Court Agenda Request

Voting Session 5/26/09
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the request to release boundary street fiscal as posted by Cash Security Agreement for the improvement of Duke Road, in Precinct 1**

C. Approved by: _____
Commissioner Ron Davis, Precinct One

2009 APR -3 PM 1:12
COMMISSIONER'S OFFICE
TRAVIS COUNTY

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

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

Steve Manilla – 854-9383 Anna Bowlin – 854-9383
Darla Vasterling – 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: May 12, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Approve the release of \$9,502.80 Boundary Street Fiscal as posted for the improvement of Duke Road.

Summary and Staff Recommendation:

In 1992, Mr. James Barry initiated a plat that subdivided 4.801 acres of land fronting on Duke Road into a plat named Duke Road Commercial, as recorded in Plat Book 91, page 94, 95. As a condition of approving that plat and in anticipation of the land south of Duke Road also developing into a thriving industrial area, Mr. Barry was required to dedicate a 10' wide strip for roadway widening along the frontage of the two lots, and post fiscal of \$9,502.80 for Duke Road Commercial subdivision's pro rata share of the expected improvements to Duke Road.

Not only has the area not grown, in 2007 it was determined that 403 LF of right of way northeast of this tract was not needed. Travis County traded right of way fronting Scott & Mary Morse Trustees 5.08 acres for land needed for one of our bridge projects. That right of way was a paper right of way only; deeded to Travis County but never built. Additionally, the Morse Estate owns the majority of the land surrounding Duke Road. Although they have no plans to develop the land at this time, if it is developed, they or the new owners will be required to provide any new infrastructure.

TNR's Traffic Engineering section investigated the need for improvement to the Duke Road intersection at Springdale Road which would be affected by traffic generated by the Barry subdivision and concluded that it is highly unlikely improvements will be needed. Springdale already has a continuous left turn lane at Duke Road and it would take an unrealistic increase in traffic volumes to warrant signalization. Additionally, Sam Angoori, City of Austin Public Works Department, has stated that the City is OK with the release of this fiscal.

Since no additional development has occurred which would warrant the improvement of Duke Road, the Transportation and Natural Resources Department has decided to recommend to the Commissioners' Court that the funds be returned to Mr. Barry. Additionally, as stated in the Agreement, interest shall be accrued to the developer, less the \$25.00 investment fee per 90 day period. Travis County TNR recommends approval of this release of funds.

Budgetary and Fiscal Impacts:

Boundary Street Fiscal, for Duke Road, was posted, by the property owner, as a condition of approval of the plat, Duke Road Commercial. The \$9,502.80 will be returned to Mr. Barry along with the interest that the funds have accrued over the years, less \$25.00 per 90 day period as escrow administration fee.

Background:

Generally when a subdivision is proposed on a road that is not up to the standards warranted by it's proposed use, Travis County assesses a boundary street fiscal amount for that subdivisions pro-rata share of the potential improvements. The growth of one subdivision usually causes others to propose the subdivision of their property also, increasing the use of the road. After the County has collected variously fees toward the improvement of a road and the public is asking for the County to coordinate the improvement, a minimal amount of bond funds facilitates the improvement of a road. However, some roads, as in the case of Duke Road, do not have an increased demand and it is questionable how many years the funds should be held. TNR will be proposing time limits for holding boundary street fiscal the next time Chapter 82 is updated. Until then the County will access each road on it's particular circumstances rather than name a certain number of years for the funds to be held.

Exhibits:

Letter of request
Cash Security Agreement
Check request
Status
Maps

DV:SM:dv

1102 Duke Road Commercial

April 30, 2009

CODE: 1101

RECEIVED

MAY - 1 2009

TNR

Travis County Commissioners Court
Austin, Texas

Dear Commissioner Members:

In 1992 ,I initiated a plat that subdivided some land fronting on Duke Road into a plat named Duke Road Commercial, as recorded in Plat Book 91, page 94, 95. As a condition of approving that plat and in anticipation of the land south of Duke Road also developing into a thriving industrial area, I was required to post fiscal of \$9,502.80 for my subdivision's pro rata share of the expected improvements to Duke Road.

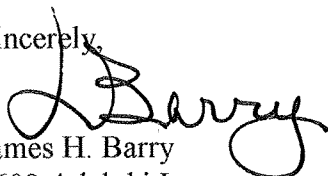
No additional development has occurred which would warrant the improvements of Duke Road, which is in fact , now , a dead end road.

I met with the Transportation and Natural Resource Department on March 20, 2009, to discuss the situation. The result of this meeting was that the Transportation and Natural Resources Department has decided to recommend to the Commissioners Court that the fund be returned to me.

Therefore, I am requesting that the \$9,502.80, plus interest earned, less the \$25.00 investment fee per each 90 day period, be returned to me. Thank you for your consideration of this matter.

Please return to : James H. Barry -4609 Adelphi Lane- Austin, Texas 78727

Sincerely,



James H. Barry
4609 Adelphi Lane
Austin, Texas 78727

29th Friday

RECEIVED

NOV 18 1992

P.I.T.D.
DEV. SERV.

Joan B. Hardy

APPENDIX B-2

CONSTRUCTION AGREEMENT

**CASH SECURITY AGREEMENT
(In lieu of bond)**

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS:

That I, James H. Barry, who reside at 4609 Adelphi Lane, Austin, Texas 78727, hereinafter called "Developer", in order to insure our promise to construct the roads, streets, and drainage facilities in connection with the development of the subdivision known as **DUKE ROAD COMMERCIAL** and which will contain streets, roads, drainage facilities and other facilities for the use of the residents therein, hereby agrees to post cash or a cashier's check in the amount of nine thousand, five hundred two dollars and eighty cents (\$9,502.80) such being the cost estimated by Travis County for said construction in accordance with Travis County Specifications for roads and/or streets and drainage facilities in subdivisions as currently adopted by the Commissioner's Court of Travis County, Texas, and in effect on the date of this instrument, binding ourselves, our heirs, successors, executors and administrators jointly and severally, unto the County Judge of Travis County, Texas or his successors in office, such cash or cashier's check to be delivered to the Travis County Treasurer, hereinafter called "Escrow Agent," and placed into a special escrow account under the name of "Subdivision Escrow Fund".

This security is to remain with the Escrow Agent for three (3) years or more from this date subject to reductions as follows:

1. At such time as the above described construction is completed in accordance with Travis County Specifications, said completion being evidenced by a signed release from the Travis County Judge the amount of deposit evidenced hereby shall be reduced by returning ninety percent (90%) of the total to the Developer. However, ten percent (10%) of the total amount on deposit shall stay in effect to insure that the Developer well and faithfully performs the maintenance for a period of one (1) year of all the roads and/or streets for which security has been provided, and which are constructed in accordance with said specifications for roads and streets, such maintenance to begin after approval of construction by the Travis County Engineer and on the date of release of construction security by the Commissioner's Court.

This commitment is made with the understanding that only the Travis County Commissioner's Court can draw any part of the total amount stated hereinabove, subject to the terms and conditions hereof, if necessary to provide for the construction and maintenance of said roads and/or streets and drainage facilities.

It is also understood and agreed that the only requirement necessary for the Escrow Agent to transfer to the use of the Travis County Commissioner's Court any part or all of the total amount of this security is notification to the Escrow Agent at least ten (10) days in advance of the date on which the transfer of funds is requested, by letter, signed by the County Judge, stating that one or more of the following conditions exist:

CONDITION ONE:

The construction of said roads and/or streets and drainage facilities, have not been completed within two (2) years from the date of this agreement, and the failure to complete such is not due to weather, acts of God, strikes, or other reasons beyond the Developer's control, and due diligence has not been used in efforts to correct the deficiency;

CONDITION TWO:

Travis County has given ten (10) days written notice, return receipt requested, to the Developer at the Developer's above stated address, the said roads and/or streets and drainage facilities have not or are not being constructed in conformity with Travis County Specifications and the Developers have not corrected such deficiency, such failure to act not being due to weather, acts of God, strikes, or other reasons beyond the Developer's control, and due diligence has not been used in efforts to correct the deficiency.

CONDITION THREE

Travis County has given ten (10) days written notice, to Developer at Developer's above stated address, return receipt requested, that construction on the roads and/or streets and drainage facilities have not been completed, and that Travis County intends to draw upon this agreement unless a substitute agreement, in an approved form, and in an amount equal to the total sum stated hereinabove plus any estimated increase in cost due to change in construction cost index for the items considered in the original agreement, is substituted and accepted by the Commissioner's Court.

CONDITION FOUR:

Travis County has given ten (10) days written notice, return receipt requested, to the Developer at Developer's above stated address, that maintenance of any or all of the roads and/or streets for which security has been provided and which were constructed in accordance with said specifications has not been begun or has not been faithfully performed or has not been of such quality as to deliver to the County at the end of one (1) year following the approval of construction security by the Commissioner's Court, facilities in condition equal to that at the beginning of the period, and the Developer has not corrected such deficiency such failure to act not being due to weather, acts of God, strikes or other reasons beyond the Developer's control, and due diligence has not been used in efforts to correct the deficiency; and that the Travis County Commissioner's Court considers such an appropriation of the security necessary in order to complete any part or all of the said construction, installation, or maintenance.

No further substantiation of the necessity of the appropriation of the security by Travis County is required by this agreement.

A further condition of this agreement is such that recovery on this security shall not be limited or exhausted by one or more recoveries less than the total of the amount deposited.

If interest is requested below by the Developer on the Cash Security amount, the funds shall be invested in Certificates of Deposit at the same rate which Travis County receives for its ninety (90) day accounts, and shall be paid to the Developer. Funds shall be invested for successive periods, consisting of ninety (90) days each, for as long as the funds remain on deposit. Notwithstanding the above provisions regarding the return of security, the Developer agrees to leave those funds invested until the date of maturity of the last investment. Interest earned on invested funds shall be returned to the Developer along with the amount of security at the time of maturity on the last ninety (90) day investment period.

Interest on funds withdrawn by Travis County pursuant to the terms of this agreement and/or interest on any funds remaining at the time of termination of this agreement for failure to perform either construction or maintenance as required by this agreement and the construction standards of Travis County, will be forfeited by the Developer to Travis County to help offset the County's expense of handling, safeguarding, and investing such funds.

Developer agrees that if requested below, a twenty-five dollar (\$25.00) fee shall be charged for each ninety (90) day investment period and the total sum of all such fees shall be withheld from the amount deposited as an offset to the County's expenses of handling, safeguarding, and investing such funds. By signing the appropriate line below, the Developer indicates his wish that funds shall or shall not be invested to earn interest to the benefit of the Developer.

I concur with the terms of this agreement and request: Funds *shall* be invested in 90 day accounts and *interest shall be accrued to the Developer.*

SIGN ONLY ONE!

 11/17/92
DEVELOPER/OWNER DATE

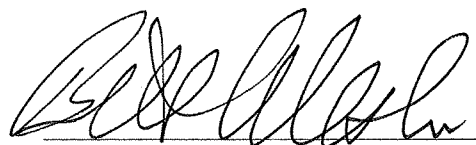
(Minimum amount considered for investment is \$2,000)

Funds *shall not* be invested and *no interest shall be accrued to the Developer.*

DEVELOPER/OWNER DATE

APPROVED BY THE TRAVIS COUNTY COMMISSIONER'S COURT ON:

3/23/93
~~11/17/92~~
DATE

 3/23/93
COUNTY JUDGE, TRAVIS COUNTY, TEXAS DATE

Remitter: James H. Barry

84-487
1111

No. 382768



HIBERNIA
National Bank

Nov. 17 19 92

ISSUING REGION Austin BRANCH Northeast COST CENTER 1035

PAY TO THE ORDER OF Travis County ***** ***** ***** \$ 9502.80

THE SUM **9502 DOLS 80 CTS**
CASHIER'S CHECK

Debbie Speck
COUNTER SIGNATURE REQUIRED OVER \$5,000.00

Barbara Kuehl
AUTHORIZED SIGNATURE / NUMBER

⑈ 382768 ⑈ ⑆ 111104879 ⑆ 76 20 0001 6 ⑈



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

BOUNDARY STREET SECURITY RELEASE REQUEST
(Release of cash escrow for Cash Security Agreement held by Travis County)

DATE: May 26, 2009
TO: Mary Reyna
Susan Spataro, County Auditor
THROUGH: Joseph P. Gieselman, TNR Executive Manager
FROM: Anna Bowlin, Director of Development Services
SUBJECT: Release of escrow held by Travis County for Duke Road

Cash security was posted with Travis County by the developer of Duke Road Commercial, for boundary street Duke Road. We have received a letter from the Property Owner requesting that the fiscal be released due to the fact that it appears that the area is not developing as originally supposed and the length of time that the County has held the fiscal. The release has been reviewed approved by the Travis County Commissioners Court. Therefore, the fiscal in account 761-0000-255.70-00 may be released with interest, less the escrow administration fee of \$25.00 per 90 day period. The interest due to Mr. James H. Barry from account 761-0000.255.70-10 beginning 5/12/903 to the present (currently \$ _____) less 64-90 day investment periods at \$25.00 each = \$1,600.00. The investment fee, \$1,600.00, is to be called "Escrow Administration Fee" and is to be transferred to account 001-4901-338.1045. This leaves interest due to the developer of \$ _____. Both the Cash Escrow account 70-00 and the interest account 70-10 can be closed and the balance, if any, turned over to the General Fund.

Therefore, please issue a check for the payment as shown below:

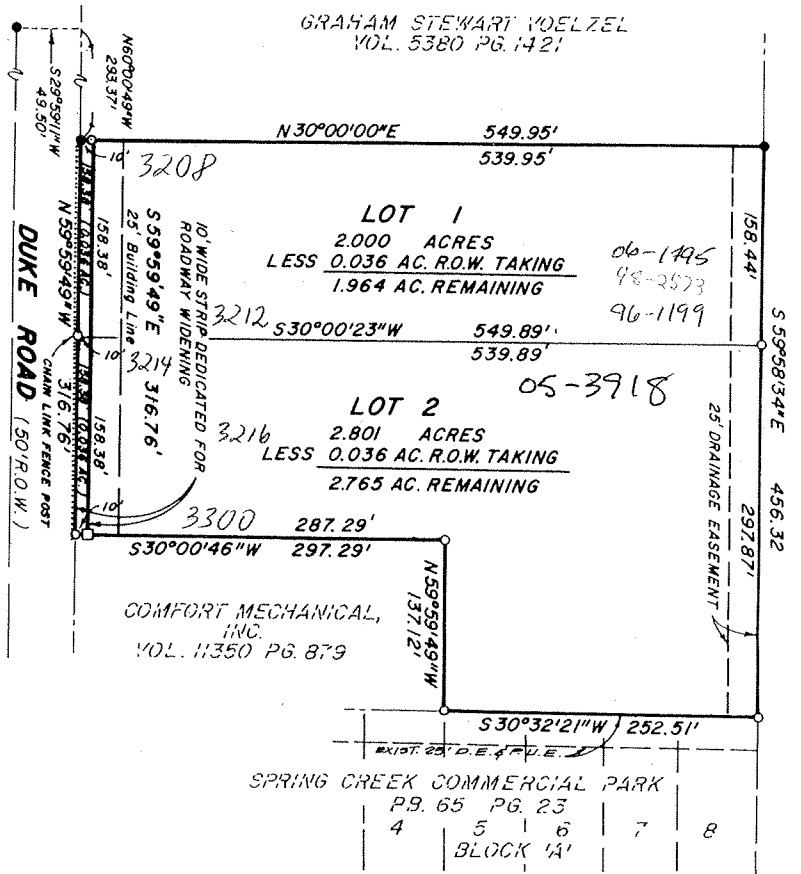
| PAYEE | RE: | AMOUNT | ACCOUNT # |
|---|-------------------------|-------------|-------------------|
| James H. Barry 4609 Adelphi Lane Austin, TX 78727 | Cash Security Agreement | \$ 9,502.80 | 761-0000-255.7000 |
| | Interest | TBD | 761-0000-255.7010 |

Thank you for your cooperation and if you have any questions, call Darla Vasterling at ext. 47564

- Enclosures:
- Letter of request
- Excerpt
- Status
- Cash Security Agreement

FRED C. MORSE ESTATE, et al.
VOL. 1109 PG. 568

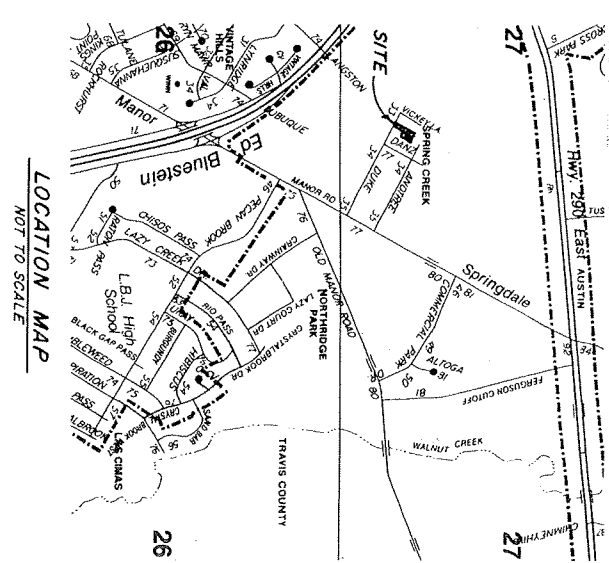
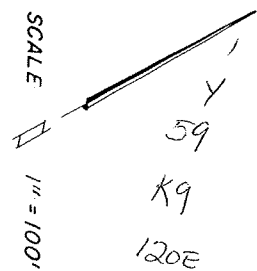
GRAHAM STEWART VOELZEL
VOL. 5380 PG. 1421



SPRING CREEK COMMERCIAL PARK
P. 65 PG. 23
4 5 6 7 8
BLOCK 'A'

DUKE ROAD COMMERCIAL

- LEGEND**
- IRON ROD FOUND
 - IRON ROD SET
 - CONC. MONUMENT SET
 - PROPOSED SPRAWL
 - DE. DRAINAGE ESM'T.
 - PUE PUBLIC UTILITY ESM'T.



STATE OF TEXAS }
COUNTY OF TRAVIS }

I, DANA DEBEAUVIOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 31st DAY OF DECEMBER 1992, A.D. AT 10:00 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT BOOK 94 PAGE(S) 95

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 31st DAY OF DECEMBER 1992, A.D.

DANA DEBEAUVIOR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

B. J. Kitzmeyer
DEPUTY

FILED FOR RECORD THIS THE 31st DAY OF DECEMBER, 1992, A.D.
AT 10:00 O'CLOCK A.M.

DANA DEBEAUVIOR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

B. J. Kitzmeyer

STATE OF TEXAS }
COUNTY OF TRAVIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT JAMES H. BARRY, BEING THE OWNER OF 4.801 ACRES OF LAND SITUATED IN AND BEING A PORTION OF THE H.T. DAVIS SURVEY IN TRAVIS COUNTY, TEXAS AS CONVEYED TO HIM BY DEEDS RECORDED IN VOLUME 7354, PAGE 198, VOLUME 7548, PAGE 56 AND VOLUME 7398, PAGE 415 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, RESPECTIVELY DO HEREBY SUBDIVIDE SAID 4.801 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS:

DUKE ROAD COMMERCIAL

AND DO HEREBY DEDICATE TO THE PUBLIC ANY STREETS, EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

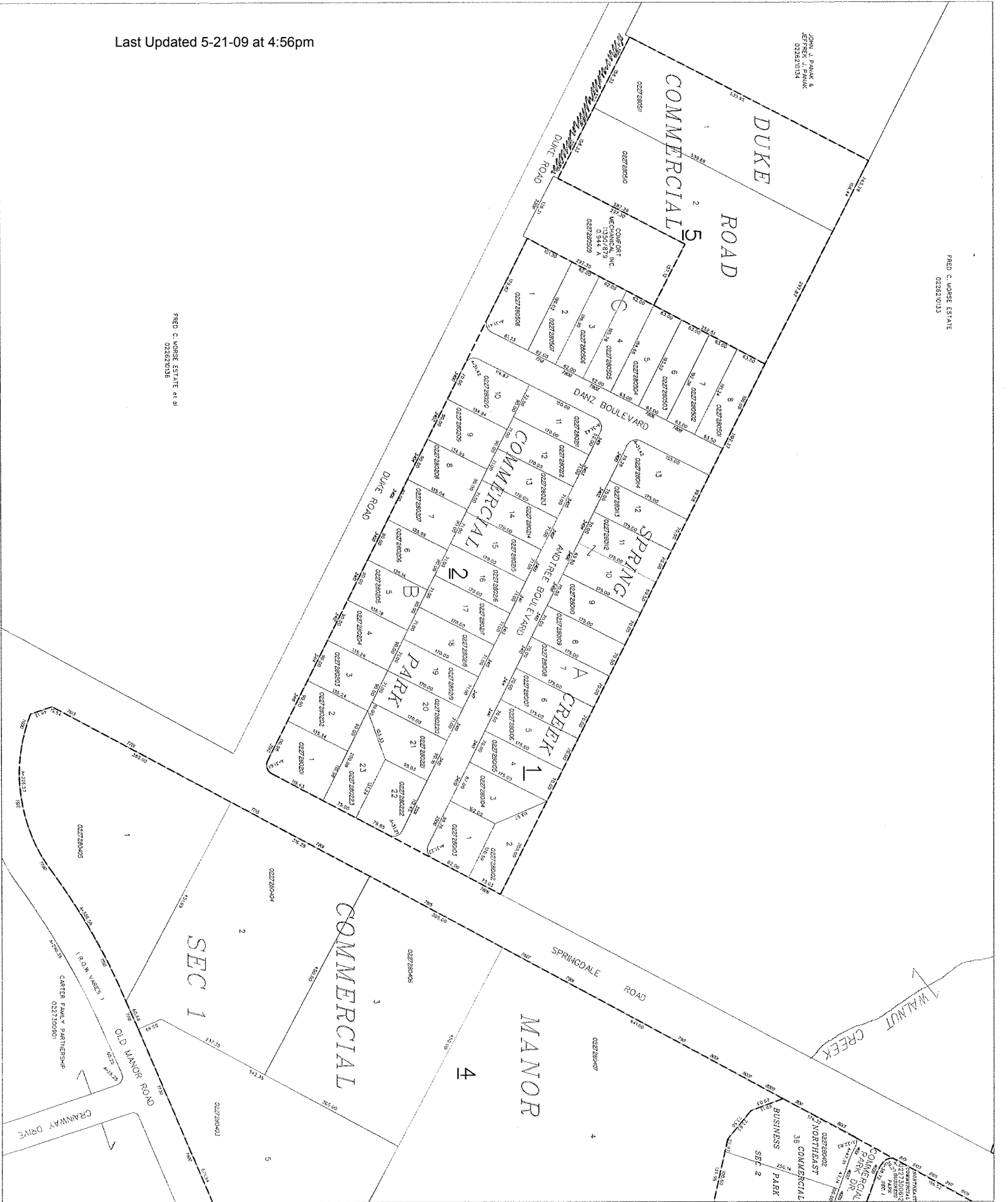
WITNESS MY HAND THIS THE 10 DAY OF June, 1992, A.D.

Last Updated 09 at 4:56p

JOHN J. PARK &
EFFREK J. PARK
022820134

FRED C. MORSE ESTATE
022820133

FRED C. MORSE ESTATE et al
022820138



MAP NO. **2 2728**

2 2926 | 2 2928 | 2 2930
2 2730 | 2 2732 | 2 2734
2 2736 | 2 2738 | 2 2740

1" = 400' MAP REFERENCE 2 2631

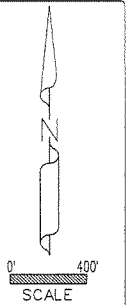
0 100 200 SCALE

TRAVIS CENTRAL APPRAISAL DISTRICT
8314 Cross Park Drive P.O. Box 149012
Austin, Tx 78754 Austin, Tx 78714
Internet Address WWW.TRAVISCAD.ORG

Main Telephone Number (512)834-9317 Apraisal Information (512)834-9138
Fax Number (512)835-5371 TDD (512)836-3328

REVISIONS 09/28/2003 HRC

ABSTENTIONS
AUSTIN COMMUNITY COLLEGE
CITY OF AUSTIN
AUSTIN SD
TICSD NO. 4
TRAVIS COUNTY

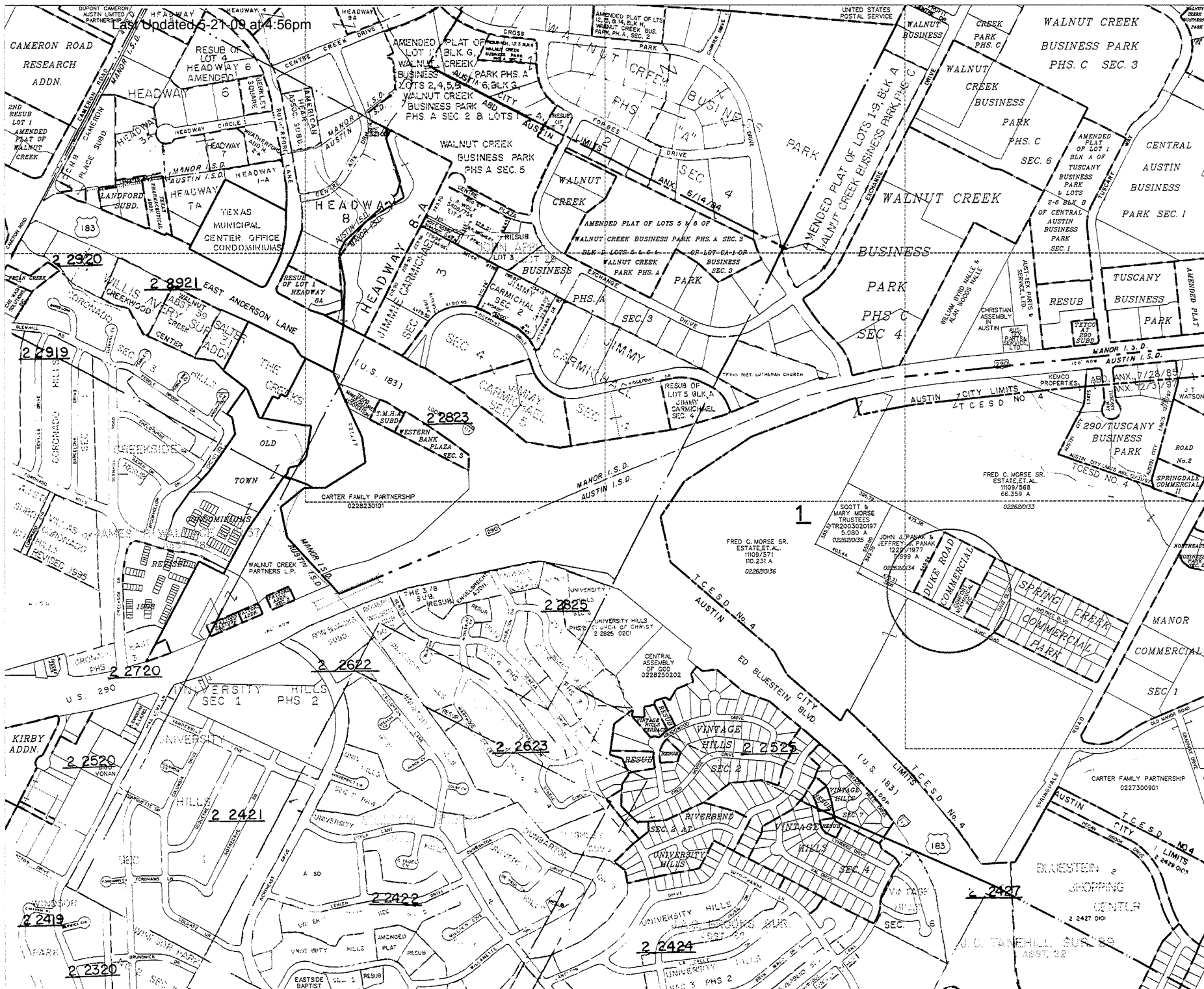


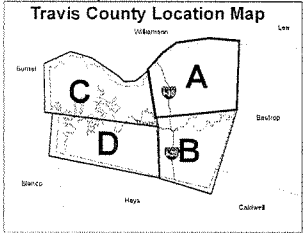
1"=100' MAP REFERENCES

| | | | |
|--------|--------|--------|--------|
| 2 3120 | 2 3123 | 2 3126 | 2 3128 |
| 2 2923 | 2 2926 | 2 2928 | 2 2929 |
| | | | 2 2728 |

MAP NO.

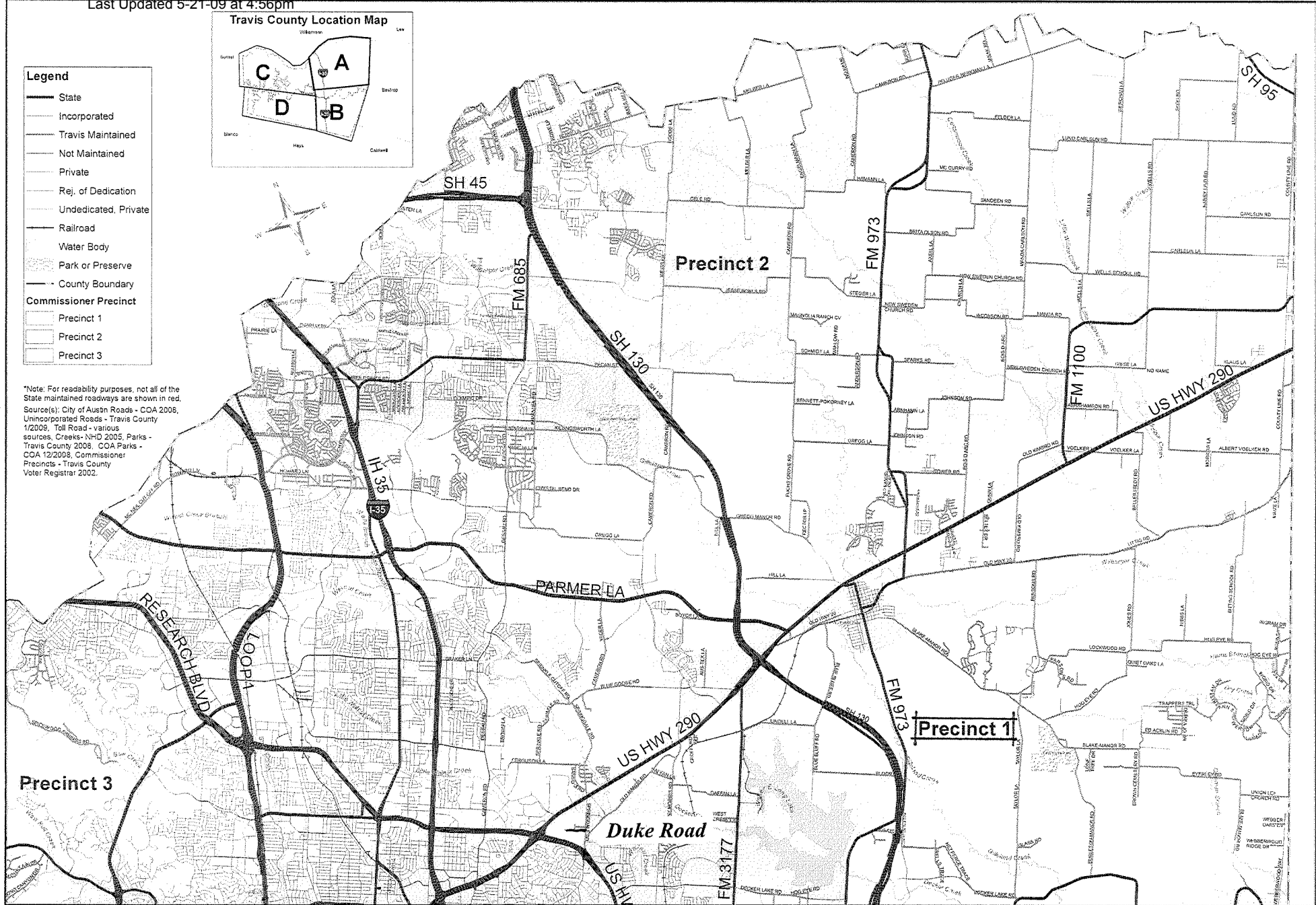
| | | | |
|--------|--------|--------|--|
| 2 2621 | | | |
| 2 3411 | 2 3421 | 2 3431 | |
| 2 2611 | 2 2631 | | |
| 2 1811 | 2 1821 | 2 1831 | |





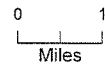
- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Rej. of Dedication
 - Undedicated, Private
 - Railroad
 - Water Body
 - Park or Preserve
 - County Boundary
- Commissioner Precinct**
- Precinct 1
 - Precinct 2
 - Precinct 3

*Note: For readability purposes, not all of the State maintained roadways are shown in red.
 Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County 1/2008, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map A



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009
<http://www.co.travis.tx.us/maps>

RECEIVED # 12
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

Voting Session: May 26, 2009

Work

Session: _____
(Date)

(Date)

Carol B. Gieselman

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 to accept check from Northridge Water Supply Corporation Receiver, Patrick King, to be used for service connections in Northridge Acres.

C. Approved by: _____
Samuel T. Biscoe, County Judge

- 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:

| | | | |
|---------------------------|----------|--------------------|----------|
| Melinda Mallia, TNR | 854-9383 | Steve Manilla, TNR | 854-9383 |
| Donna Williams-Jones, TNR | 854-9383 | Roger Schuck, TNR | 854-9383 |
| Michelle Gable, Auditor | 854-9125 | Jessica Rio, PBO | 854-9106 |

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 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 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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 27 AM 9:45

Northridge Water Supply Corporation

Serving the Northridge Community

26550 Ranch Road 12, Suite 1 * Dripping Springs, TX 78620

(512)894-3322 office

(512) 894-3310 fax

March 24, 2009

The Honorable Samuel T. Biscoe
County Judge, Travis County
P.O. Box 1748 Room 520
Austin, Texas 78767

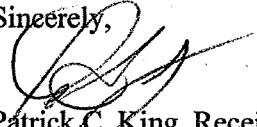
Re: Northridge Water Supply Corporation
Request for Funding / Capital Improvements Project

Dear Judge Biscoe;

Thank you for your letter of March 4, 2009, requesting assistance with final funding to complete the project. I am pleased to provide a sum of \$5,740.00 for this purpose.

I appreciate the collective efforts of Travis County to complete this important project. If your office has any questions, please do not hesitate to contact me.

Sincerely,


Patrick C. King, Receiver
Northridge Water Supply Corporation

Enclosure/ Check No. 5234

Cc: Kevin Ward, Executive Director
Texas Water Development Board

RECEIVED

MAR 6 2009

TNR



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555
(512) 854-9535 FAX

March 4, 2009

Mr. Patrick King, Receiver
Northridge Water Supply Corporation
c/o Professional General Management Services, Inc.
26550 Ranch Road 12, Suite 1
Dripping Springs, Texas 78620

Re: Funding Request #2
Service Connections in Northridge Water Supply Corporation Project

Dear Mr. King:

We are nearing completion of service connections to the new water system in Northridge Acres. To date, 135 new service connections have been made to the City of Austin system and work is underway to connect another 24. With the \$20,000 check you sent previously, we were able to make 33 connections. Twenty-seven of these have been connected and are now receiving water through the new system and work on the last six is underway.

I'm asking for your assistance once again to pay for 11 remaining connections that we cannot provide with County general funds or grant funds due to limitations in state and federal law. Service connections cannot be made because the properties are either used for a commercial purpose or exceed income limitations under the federal grant rules. The cost for these connections is \$5,740.

Thank you for your help in completing this complex project. If you have any questions about this request please contact Project Manager Melinda Mallia, at 854-4460 or Grant Consultant Gandolf Burrus at 560-4477.

Sincerely,

Handwritten signature of Samuel T. Biscoe in cursive script.

Samuel T. Biscoe
County Judge

cc: Grant Development Services
Melinda Mallia, TNR
Roger Schuck, TNR
Donna Williams-Jones, TNR

WELLS FARGO BANK

DRIPPING SPRINGS CONSUMER BANKING

401 W MERCER ST

DRIPPING SPRINGS, TX 78620

5234

DATE 03/23/09

37-65/1119

PAY TO THE ORDER OF Travis County

\$**5,740.00

Five Thousand Seven Hundred Forty and 00/100*****
DOLLARS

NORTHRIDGE WATER
SUPPLY CORPORATION
26550 RANCH ROAD 12 UNIT 1
DRIPPING SPRING TX 78620-4973



Northridge WSC - Field
Maintenance

⑆⑆⑆⑆900659⑆9550⑆55326⑆5234

Travis County Commissioners Court Agenda Request

Voting Session ²⁶ ~~May 19~~, 2009

Work Session

- I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854 -9434
- B. Requested Text:
 - a) Consider and take appropriate action on a request to approve a Participation Agreement with the Deer Creek Ranch Parks and Lakes Association for the improvement and acceptance of portions of Panorama Drive and Lake Park Drive, in Precinct 3
 - b) Consider and take appropriate action on a recommendation to approve acceptance of 2560 LF of Panorama Drive and 200 LF of Lake Park Drive, from Panorama Drive in a northerly direction, in Precinct 3
- C. Approved by: Commissioner Karen Huber, 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:

- 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.



31

Last Updated 5-21-09 at 4:56pm

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

MEMORANDUM

DATE: May 5, 2009
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Steve Manilla, P.E., TNR Public Works Director
SUBJECT: A. Participation Agreement with the Deer Creek Ranch Parks and Lakes Association
B. Acceptance of a portion of Panorama Drive and Lake Park Drive

A. Proposed Motion:

Consider and take appropriate action on a request to approve a Participation Agreement with the Deer Creek Ranch Parks and Lakes Association for the improvement and acceptance of portions of Panorama Drive and Lake Park Drive, in Precinct 3

B. Proposed Motion:

Consider and take appropriate action on a recommendation to approve acceptance of 2560 LF of Panorama Drive and 200 LF of Lake Park Drive, from Panorama Drive in a northerly direction, in Precinct 3

Summary and Staff Recommendation:

In May 2006 the Commissioners Court approved TNR's recommended revisions to Chapter 84, Unaccepted Roadway Specifications, including placing a higher priority on projects that homeowner's cost-share with the County. In the FY 2007 budget process the Court approved \$500,000 for the Substandard Road program. The Deer Creek Ranch Parks and Lakes Association (DCRPLA) desires to enter into a Participation Agreement with the County wherein they will provide funds and in-kind engineering services to be used with County funds to improve sections of Panorama Drive and Lake Park Drive in their subdivision. The Association has executed the attached Participation Agreement and provided the attached petition in the form included in Chapter 84. TNR has determined that this project meets the basic eligibility requirements established in Chapter 84 and recommends approval of Part A. of this agenda item, which is the Participation Agreement.

Part B. of this item is TNR's recommendation to immediately accept the roadway segments. This will enable TNR Road & Bridge to schedule and complete the minimal amount of work needed to correct deficiencies identified by TNR Road & Bridge and TNR Public Works. The estimated cost of remedial work is \$20,000. The DCRPLA will be providing \$2400 cash and \$2600 of in-kind engineering services as their participation amount. TNR Road & Bridge will be reimbursed for its labor and materials from funds allocated to this program by the Court in

FY 2007 and from the private contribution. The recommendation to accept is based upon TNR's determination that the roadway will meet the minimum requirements set forth in Travis County Chapter 84, Unaccepted Substandard Roadway Specifications, once the improvements are completed. Both sections of Panorama Drive and Lake Park Drive recommended for acceptance will connect to a portion of Panorama Drive that was accepted by the Commissioners Court on September 16, 2008. This action will add 0.518 miles to the Travis County road system. TNR recommends acceptance of 2560 LF of Panorama Drive and 200 LF of Lake Park Drive.

Budgetary and Fiscal Impact:

The Court approved \$500,000.00 to fund the Substandard Road Program in the FY 07 budget process. This project will be among the first to use a portion of these funds under the cost-share approach. TNR's preliminary estimate of the total cost of the project is \$20,000.00. Per the terms of the Participation Agreement, the DCRPLA will provide \$2400.00 in cash and \$2600.00 of in-kind engineering services to help pay the costs of improving a 2560' section of Panorama Drive and a 200' section of Lake Park Drive, in the Deer Creek Ranch subdivision. The in-kind services will be engineering design and construction observation services provided by a Texas registered professional engineer who is a resident of the subdivision. The DCRPLA's engineer will work under the direction of TNR engineers.

If the project is completed under the estimated amount the DCRPLA will be reimbursed its pro-rata share of the savings based upon its financial contribution. In this case, the total estimated amount is \$20,000.00, the DCRPLA's financial contribution is \$2400, so the DCRPLA's pro-rata share of any savings will be 12%. The County's funds are in account 506-4931-808-8164. A total of \$17,600.00 has been encumbered on requisition number 470444 for Travis County's portion of the \$20,000.00. The Developer's portion will be added to the requisition once the agreement is approved and their money is received, certified and budgeted. The commodity/sub-commodity codes are 968/054.

Issues and Opportunities:

Inefficiencies are introduced into these projects when all residents are not supportive of either the project or the project design requirements. Most notably, program participants are totally responsible for dedicating all required right-of-way and removing all private property, such as fences, walls, and buildings that encroach into the dedicated right-of-way. In the past TNR has expended significant surveying, engineering, and right-of-way resources only to have projects delayed or indefinitely postponed because some residents did not want to dedicate easements, or did not like the impacts the construction would have upon their specific property. Inefficient re-design to accommodate residents was common. To address this issue TNR recommended using Public-Private Participation Agreements. Under the terms of these Agreements costs are shared between the County and the property owners. This should provide an impetus for property owners to work with the county to minimize "custom" design or redesign.

Travis County Chapter 82 establishes the standard for new street and drainage construction. Many substandard roads were constructed or partially constructed prior to Travis County's adoption of roadway standards and to bring them up to today's standards would be cost prohibitive in most cases, and drastically alter the character of some neighborhoods. As such, the standards in Chapter 84 are lower than those in Chapter 82. In unincorporated Travis County there are approximately 200 miles of roads that are not maintained by the County. Of

those roads the County has been requested at some time in the past to accept about 100 miles. County responsibility for maintenance and liability will increase as roads are accepted onto the County system. The acceptance of roads could result in additional home building in older neighborhoods, which could increase the County's tax base.

The acceptance of Panorama Drive and a portion of Lake Park Drive onto the Travis County roadway system will allow the County and the Association to cooperate and share in the cost of constructing the project. These roadway segments are generally in good condition because the County's FY 08 HMAC contractor inadvertently paved them, leaving only minor drainage work to be completed.

This is the second Participation Agreement with the DCRPLA. The Association provided a cash contribution and in-kind engineering services for the initial agreement, which was successfully completed for \$61,550.

Background:

The roadways that are eligible for this program are typically ones that should have been constructed by the developers who benefited from the sale of property for which these roads provide access. The roads were not constructed properly, or not accepted by the County for on-going maintenance, for a variety of reasons. The condition of the roads varies widely from good to poor. Residents living on roadways that are in poor condition are most concerned about access for school transportation and emergency services. Residents on roadways in good condition are more concerned about on-going deterioration and long term maintenance. Residents of the neighborhoods served by these roads typically turn to County government for assistance but the substandard roads program has limited funding.

Public-private agreements were introduced on a large scale in the 2005 bond referendum. They were established to fund partnerships with developers in order to get significant sections of arterial roadways constructed in a timely manner, rather than piece-mealed. Making these types of agreements available to neighborhood associations provides a means for getting their roads accepted while providing impetus for them to work with TNR staff to complete the project.

Required Authorizations:

Chris Gilmore and Julie Joe, County Attorney's Office
Jessica Rio, PBO

Exhibits:

Panorama Drive Loop and Lake Park Drive Participation Agreement
Large Scale map showing limits of acceptance
Street Acceptance Form Executed by TNR
Vicinity Map

cc: Don Ward, P.E., Road & Bridge Division Director
Richard Duane, P.E., Terry Love, Scott Lambert, P.E., Road & Bridge
Steve Sun, P.E., Miguel Villarreal, P.E., TNR Public Works
Sean O'Neal, Auditors Office
Cynthia McDonald, Brunilda Cruz, Donna Williams-Jones, TNR Financial Services
Central Files:1105 Highland Creek Lake Sec 1; 4100 Panorama Dr; 4100 Lake Park Dr

PANORAMA DRIVE LOOP AND LAKE PARK DRIVE PARTICIPATION AGREEMENT

This agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Deer Creek Ranch Parks and Lakes Association (the "**Association**"). The County and Association are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Association has presented to the County a petition (attached hereto and incorporated herein for all purposes as Exhibit A) from property owners indicating their desire to have approximately two thousand five hundred sixty feet (2560') of Panorama Drive loop and approximately 200 feet (200') of Lake Park Drive, as shown on Exhibit B, (the "**Project**") accepted into the County maintained roadway transportation system;

WHEREAS, the Association desires to enter into this Participation Agreement because the County Commissioners Court approved funding for completing unaccepted substandard road projects in its capital budget;

WHEREAS, the County intends to perform certain roadway improvements to the Panorama Drive loop and a portion of Lake Park Drive to ensure they meet the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications;

WHEREAS, the County has determined that the Project meets the basic eligibility requirements set forth in Travis County Code Section 84.007 regarding the acceptance of substandard roads;

WHEREAS, the County and the Association desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d) and provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. The Panorama Drive Loop and Lake Park Drive Project.

(a) The Project consists of reconstructing the existing roadway to meet all requirements of Travis County Chapter 84 Unaccepted Substandard Roadway Specifications and includes the following features ("**Project Design Features**"):

- (i) Two (2) lane loop portion of Panorama Drive, approximately two thousand five hundred sixty feet (2560') beginning at the western end of the County accepted portion of Panorama Drive, and two hundred feet (200') of Lake Park Drive beginning at the intersection of Lake Park Drive with the County accepted portion of Panorama Drive and ending approximately two hundred feet (200') north of that intersection, as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes:
 - (A) right-of-way width depending on design requirements, but no less than fifty feet (50'), plus slope, sight, and drainage easements;
 - (B) road consisting of one (1) asphalt pavement section no less than twenty feet (20') wide from edge of pavement to edge of pavement, and the section including:
 - (1) two (2) nine feet (9') wide travel lanes; and,
 - (2) minimum one-foot (1') wide stabilized shoulders along each edge;
- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the County.
- (iii) Design speed of no less than twenty (20) miles per hour.
- (iv) Temporary and permanent erosion and sedimentation controls.
- (v) Stormwater drainage system including but not limited to bar ditches, swales, channels, and driveway and cross culverts necessary to convey the 25-year storm event without overtopping the roadway;
- (vi) 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.
- (vii) 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 relocations or adjustments.
- (viii) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.

Notwithstanding the foregoing, the Association and the Executive Manager of the County Transportation and Natural Resources Department may agree in writing to minor modifications of the Project Design Features depending on (i) unanticipated cost

requirements, (ii) availability of County funds, (iii) Project design efficiencies, and/or (iv) other new information.

Section 2. Project Management.

- (a) The County shall be responsible for managing development of the Project.
- (b) The County Project Manager will use best management practices to help ensure timely and satisfactory completion of the Project, including performing construction administration services, assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules and budgets; monitoring and reporting on the design and construction quality; providing prior notice of major items of work during construction, otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and generally ensuring that the Project is satisfactorily completed on time and within budget (collectively, "**Project Manager Services**").
- (c) Upon request, the Association shall assist the County with initiating utility relocations or adjustments required to complete the Project. The County may use the funds provided by the Association as provided in Section 5, below, to pay for the costs of utility relocations or adjustments if the utility owner is not legally obligated to bear the cost of such relocations or adjustments.

Section 3. Project Engineering Services.

- (a) The County shall be responsible for completing the project design and construction documents. The Association shall provide engineering services that the County may use at its discretion in the performance of all necessary engineering, including design, surveying, geotechnical investigations, utility relocation coordination, and other engineering services for the Project.
- (b) Engineering services and deliverables required to complete the Project with the required Project Design Features include, but are not limited to:
 - (i) completed specific work product documents for review;
 - (ii) final bid-ready plan sets and project manual with specifications ("**Final Plans and Specifications**");
 - (iii) geotechnical investigations;
 - (iv) engineer's opinion of construction costs and project schedule;
 - (v) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project;
 - (vi) all required permits to start and complete the Project;
 - (vii) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;

- (viii) utility location and relocation planning and coordination;
 - (ix) survey services with electronic and soft copy of survey on NAD 83 or as determined by the County;
 - (x) engineering and drainage study report;
 - (xi) design calculations;
 - (xii) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications and text documents must be in Microsoft Word format);
 - (xiii) complete project file within thirty (30) working days after completion of the construction of the Project; and
 - (xiv) any other service or any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").
- (c) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements. All Engineering Services and Deliverables are the property of the County.

Section 4. Designated Representatives.

- (a) The County and Association each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 11(d) below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Joe Gieselman (or successor), Executive Manager,
Transportation and Natural Resources Department

Association: Travis Wilson (or successor), Director of Roads,
Deer Creek Ranch Parks and Lakes Association

- (b) The Association will require its agents to report regularly to, and to cooperate and coordinate with, the County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with and/or reporting

information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 5. Financial Obligations.

- (a) To fulfill the Project requirements and help the County in meeting payment obligations, the Association agrees to provide to the County cash and engineering services at the not-to-exceed amounts of \$2400.00 in cash and \$2600.00 in engineering services to be used by the County at its discretion to complete the Project. The Association shall tender the not-to-exceed cash contribution amount to the County within thirty (30) days after receiving a written request from the County.
- (b) Unless the Association's contribution is needed sooner by the County for costs identified in Section 6(b) of the Agreement, the Association shall provide its not-to-exceed cash contribution amount to the County within 30 days of receiving written notification of the County's determination of an acceptable bid for the County Project.
- (c) The County shall place the Association's funds into an account established for the Project and manage the disbursement of the funds in accordance with County accounting standards.
- (d) The County shall return to the Association any unused Association funds within thirty days of completing a final accounting of the Project costs. The amount of unused funds, if any, to be returned to the Association will be based upon the Association's pro rata share of construction costs as determined by the computation shown on Exhibit C, which is attached hereto and incorporated herein for all purposes.
- (e) If the Project is not initiated by the County, the Association's funds contributed for this Project less any amounts used by the County pursuant to Section 6(b) of the Agreement will be returned to the Association with interest accrued in accordance with the County's established practice.

Section 6. Real Property Interests.

- (a) The Project shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to the County or to another public entity acceptable to the County with a right of entry or license to allow construction of the Project.
- (b) Any additional right-of-way or easements required for drainage, slope stability, or to provide minimum sight distances shall be dedicated by the property owners to satisfy design conditions. The Association shall convey to the County by

separate instruments the Real Property Interests that are owned or controlled by the Association. Upon request, the Association shall assist the County with acquiring the Real Property Interests from the owners of property not owned or controlled by the Association. The County may use the funds provided by the Association to pay closing costs, costs of document preparation, surveying, title insurance premiums, and title curative work. The Association shall provide its funds for these costs within thirty (30) days of receiving a written request from the County.

- (c) The Association shall cause the Real Property Interests owned or controlled by the Association to be conveyed free of all liens, encumbrances, and title defects unacceptable to the County in its reasonable discretion, by deeds or other separate instruments acceptable to the County in its reasonable discretion.
- (d) If the County is unable to acquire the Real Property Interests not owned or controlled by the Association by October 1, 2009, the County may terminate this Agreement by written notice to the Association. The County shall have no obligation to pay or reimburse the Association for any amount of its funds used under this Agreement if the Agreement is terminated.

Section 7. Construction Contract Procurement.

- (a) The County shall solicit bids for a contract to construct the Project using the standard competitive bidding requirements of the County or, at its sole discretion, perform the work with County forces.
- (b) If the bid determined by the County to be the lowest responsive and responsible bid exceeds \$\$20,000.00 for construction of the Project, the County may reject all bids as excessive and solicit bids a second time (the “**Agreed Limit**”). If bids are rejected as excessive, the County shall modify the Final Plans and Specifications employing value engineering principles in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements. Based on the modified Final Plans and Specifications, the County shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not exceeding the Agreed Limit, either the Parties may mutually agree to repeat the bid solicitation and value engineering process until an acceptable bid is received, or reduce the scope of the Project, or the Association and County may choose to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the Agreed Limit in the agreed upon cost share proportions. If Association does not give written notice within thirty (30) days after receipt of bids exceeding the Agreed Limit, and the Parties have not mutually agreed to re-bid after further value engineering, or mutually agreed to reduce the Project scope or increase their respective funding amounts, either of the Parties may elect to terminate this Agreement without further

recourse. Any deadline in this Agreement affected by a value-engineering and rebidding process shall be extended by the amount of time required for that process.

- (c) If County forces complete the work the Parties agree to pay their pro-rata share of the County's cost of construction, as determined by the computation shown in Exhibit C.

Section 8. Construction of the Project.

- (a) Before the applicable date in subsection (c) for beginning construction of the Project, the Association will:
 - (i) cause to be conveyed or dedicated all the Real Property interests owned or controlled by the Association, and
 - (ii) deposit with the County the Association's cash cost share amount.
- (b) Before the applicable date in subsection (c) for beginning construction of the Project, the County will:
 - (i) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the project on to the County maintained roadway system, and
 - (ii) encumber the funds required to pay for the construction of the project
- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, construction shall commence on or before December 31, 2009 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the Executive Manager of the County Transportation and Natural Resources Department. If the County does not have sufficient funds for its obligation, the County's obligation is suspended until the County has sufficient funds. Subject to force majeure events and satisfaction of all conditions in this Agreement, the County shall cause the Project to be complete by March 31, 2010. The roads referred to in this agreement shall become the obligation of the County to maintain upon the awarding of a construction contract as contemplated herein. If the County's obligation is suspended pursuant to this subsection (c) after the construction contract has been awarded, the County shall have no obligation to refund any Association funds. If the obligation is suspended before the construction contract has been awarded, Association funds may be kept in escrow for one year, and shall be refunded to the Association at the end of said one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within said one-year period. If the Project is temporarily suspended but ultimately completed by the County, and if savings are realized when the Project is ultimately completed, the County shall refund to the Association the Association's pro-rata share of the savings.

- (d) Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the County's approval. If the County determines that, based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1 without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the County will cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract.
- (e) The Association and the Executive Manager of the County Transportation and Natural Resources Department may agree in writing to an increase or decrease in the scope of the Project to account for any cost savings or cost increases or other factors beyond the Parties' control, and both parties shall not unreasonably withhold, condition or delay any required consent to such increases or decreases provided they do not exceed ten percent (10%) of said budget.

Section 9. County Inspection.

The County shall observe and inspect all work done and materials furnished at times and places and using procedures determined by the County.

Section 10. Liability.

The construction contractor shall be required to provide workers compensation insurance and general liability insurance in the form and amounts acceptable to the County in its sole discretion.

Section 11. Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified with copies as noted below:

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.

Association: Travis Wilson (or successor)

Director of Roads, Deer Creek Ranch Parks and Lakes Association
P.O. Box 64
Dripping Springs, Texas 78620

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such express authority as may be granted by the Commissioners Court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of 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 Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (g) Before attempting to terminate this 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 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 Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas.

Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) Except as otherwise expressly provided herein, nothing in this 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 Agreement.
- (k) This Agreement is effective upon execution by the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will 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 this Agreement, such consent or other document will be binding upon such Party.
- (l) When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by a court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

COUNTY:

Samuel T. Biscoe, County Judge

Date: _____

ASSOCIATION:

By:

A handwritten signature in black ink, appearing to read "Aubrey Shaw", written over a horizontal line.

Name: Aubrey Shaw

Title: President, Deer Creek Ranch Parks and Lakes Association

Date:

4-30-09

EXHIBIT "A"

**PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT
FOR THE INCLUSION OF PANORAMA DRIVE LOOP AND APPROXIMATELY 200
LINEAR FEET OF LAKE PARK DRIVE**

IN THE TRAVIS COUNTY

UNACCEPTED SUBSTANDARD ROAD PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY

WE, THE UNDERSIGNED PROPERTY OWNERS, who own the majority of the linear feet of the property abutting the right-of-way of Panorama Drive and Lake Park Drive, an existing road or street, which has been dedicated to the public by Highland Creek Lakes Section 1 plat, dated

July 3, 1967, hereby petition the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program.


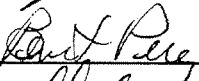



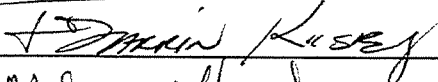
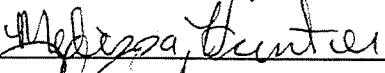
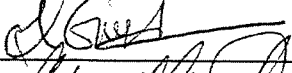
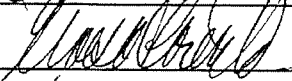
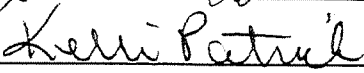
It is understood and agreed that:

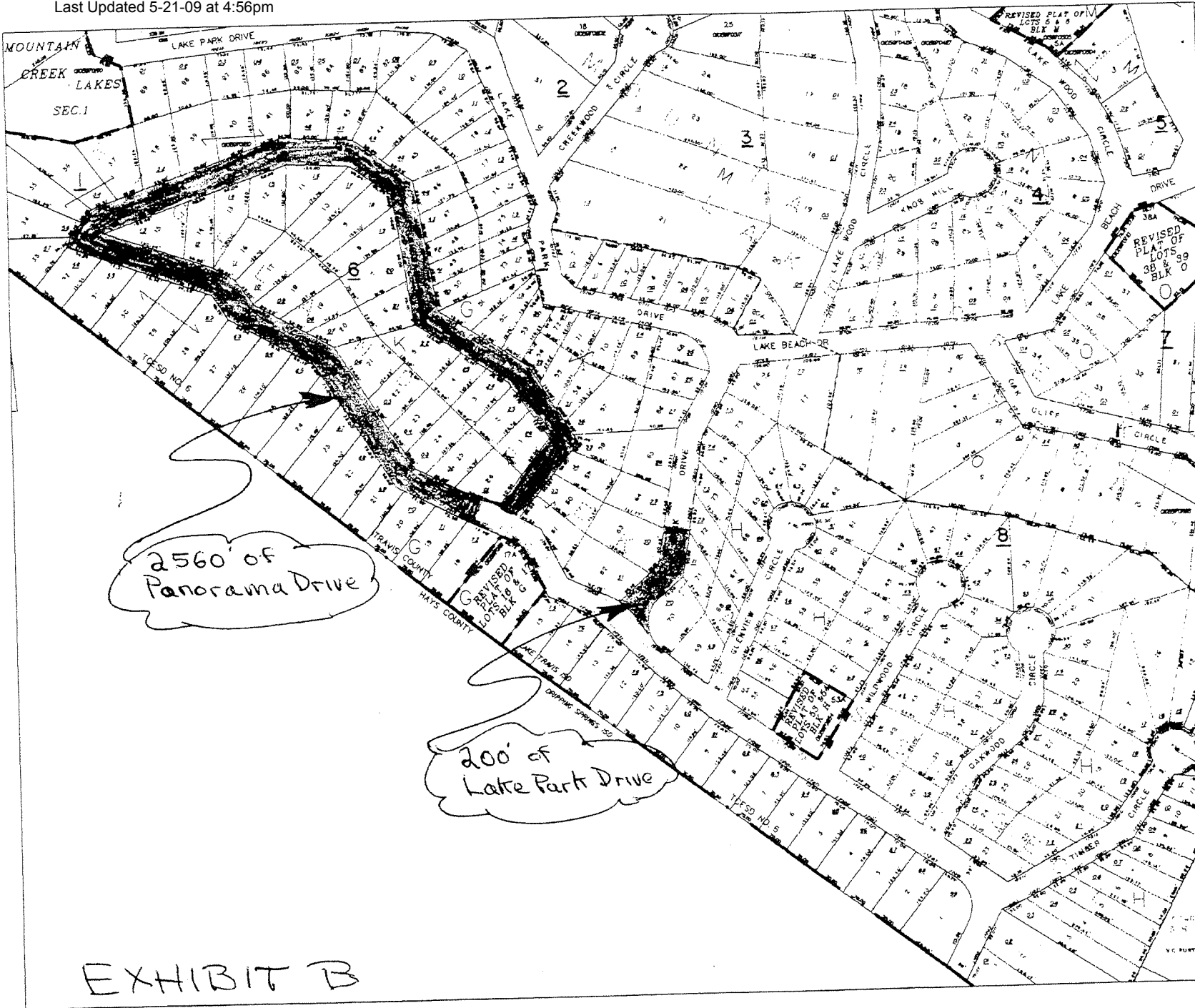
- 1) the Travis County Unaccepted Substandard Road Program is not a road construction program, but is instead a program to improve existing unaccepted substandard roads to Travis County standards for acceptance for maintenance**
- 2) The Owner of property along the Road will be required to dedicate any and all additional right-of-way and easements needed to accommodate the Road improvement at no cost to the County and free and clear of any and all liens, conditions, or restrictions.**
- 3) The Owners must sign all easement and/or right-of-way dedication documents and return the documents to Travis County Transportation and Natural Resources ("TNR") within ninety days of receiving the documents from TNR or the Road will be withdrawn from consideration for the then current year's Program.**
- 4) The Road must connect to an existing road or highway maintained by a public entity.**
- 5) No person or entity may own or control (financially or legally) 35% or more of the linear feet or roadway frontage or 35% or more of the lots or 35% abutting the unaccepted substandard roadway unless such owner pays a proportionate share of the costs of completing the required improvements. The amount to be paid shall be determined on a case-by-case basis.**

- 6) The number of developed lots abutting the roadway must exceed 25% of the total lots adjacent to the roadway. An exception may be made for subdivision arterial and collector streets on a case-by-case basis.
- 7) Dead-end streets shall terminate in a cul-de-sac with a minimum ROW radius of 40 feet on a hammerhead turnaround.
- 8) As required by TNR, the property owners must either remove or relocate any private improvements from the right-of-way or easements at the property owner's expense. Furthermore, the property owner must agree to allow the County in its discretion to demolish and remove those private improvements that the property owner does not remove or relocate. Private improvements include, but are not limited to fences, decorative walls, sheds, basketball goals, masonry mailboxes, and other improvements, which would interfere with construction activities or present a safety concern. Mitigating a significant private improvement that is impractical to move, such as large walls and fixed buildings, could require the property owner(s) to dedicate additional right-of-way, eliminate a portion of the project from acceptance, enter into a license agreement, or terminate the project.
- 9) The Owners may cost participate in the improvement of the Road by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court.
- 10) Property owners must submit with their petition a statement from all of their utility service providers indicating whether or not they have utility lines located within 25' (unless otherwise specified by TNR) left and right of the centerline of the existing roadway or in drainage easements. The statement should include the utility service provider's assessment of the location of their service lines (horizontally and vertically); their procedures and requirements for relocating or protecting their lines (including time requirements); and, the extent of their responsibility for performing and paying for the relocation or protection work.
- 11) The Road will be prioritized within the Program on the basis of:
 - 1) The percent of the cost voluntarily borne by the property owners;
 - 2) The number of eligibility criteria met;
 - 3) The cost per resident;
 - 4) Whether the Road links the publicly maintained roadway system;
 - 5) When the petition was received.

If applicable, the Owners propose to cost participate by () direct payment to the County () by road assessment as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or () otherwise by agreement of the Commissioners Court.

SUBMITTED TO THE COMMISSIONERS COURT BY THE BELOW NAMED OWNERS OF LAND ABUTING THE ROAD AND EXECUTED ON THE DATES INDICATED BELOW WITH AN ADDITIONAL NOTATION INDICATING IF THE ROADWAY PROVIDES THE SOLE MEANS OF ACCESS TO THEIR RESIDENCE.

| NO. | NAME | STREET ADDRESS | SOLE ACCESS (Y/N) | SIGNATURE | DATE |
|-----|------------------|--------------------|-------------------|--|---------|
| 1 | TRAVIS WILSON | 17625 PANORAMA DR. | Y |  | 3/16/09 |
| 2 | BENITO PEREZ | 17653 PANORAMA DR. | Y |  | 3-16/09 |
| 3 | Galen DeMoss | 17651 PANORAMA | Y |  | 3-17-09 |
| 4 | Homer Cutrer | 17611 Panorama | Y |  | 3-25-09 |
| 5 | | | | | |
| 6 | Math Campbell | 12501 Panorama Dr | Y |  | |
| 7 | Darwin Kusby | 17632 PANORAMA | Y |  | 3/25/09 |
| 8 | Melissa Hunter | 17643 Panorama Dr. | Y |  | 3/29/09 |
| 9 | PETER GUSTAVSSON | 17605 PANORAMA DR. | Y |  | 3/29/09 |
| 10 | Clara Struble | 10809 Lake Park | Y |  | 4/17/09 |
| 11 | Kelli Patrick | 10807 Lake Park | Y |  | 4/17/09 |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |



2560' of
Panorama Drive

200' of
Lake Park Drive

EXHIBIT B

REVISED
03/05/2004 ASV

LOCATIONS
LAKE TRAVIS SD
TCSD NO. 6
TRAVIS COUNTY
HAYS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT
8311 Cross Park Drive
Austin, TX 78754
Internet Address WWW.TRAVISCAD.ORG
Main Telephone Number (512)834-9317
Fax Number (512)835-5371

REVISIONS
REVISED PLAT OF M
LOTS 6 & 8
BLK 10

REVISIONS
REVISED PLAT OF
LOTS 38 & 39
BLK 10

REVISIONS
REVISED PLAT OF
LOTS 15 & 16
BLK 10

MAP NO.
10597
5 0701 | 10787 | 10795
5 0501 | 10596

1" = 400' MAP
REFERENCE
10296

EXHIBIT C

Computation of Deer Creek Ranch Parks and Lakes Association's pro rata cost

The calculation of the Association's Not-to-Exceed Cost is based on the County's estimate of the total construction cost for the Panorama Drive loop and Lake Park Drive project (\$20,000.00) and the Association's pro rata financial share of the project (12%):

Association's Not-to-Exceed cost = \$20,000.00 X (Association's pro rata share of the project 12%) = \$2400.00.

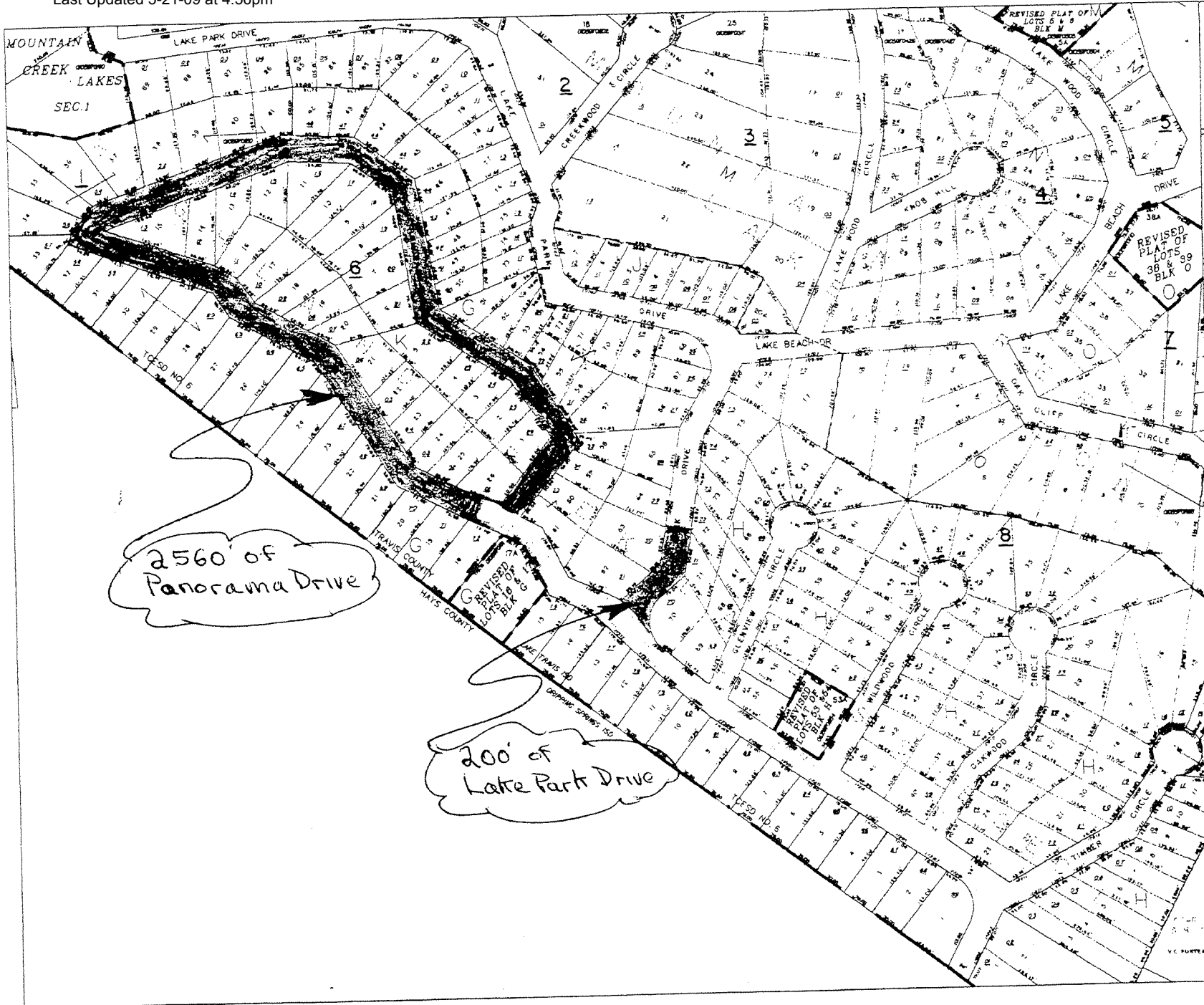
Upon completion of the construction of the Panorama Drive loop and Lake Park Drive project, the actual cost of the County project will be determined and used to compute the Association's actual pro rata cost. If the Association's actual pro rata cost is less than \$2400.00, the difference shall be released to the Association.

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

Actual cost County Project x Association's pro rata share = Association's actual pro rata cost

The formula for calculating the amount of any unused funds, if any, to be returned to the Association is as follows:

Association's Not-to-Exceed Cost minus Association's actual pro rata cost equals amount to be returned.



2560' of
Panorama Drive

200' of
Lake Park Drive

REVISIONS
03/05/2004 ASV

LOCATIONS
LAKE TRAVIS BD
TCSD MC.6
TRAVIS COUNTY
HAYS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT
P.O. Box 149072
Austin, TX 78714
Internet Address WWW.TRAVISCAD.ORG
Main Telephone Number (512)834-9317
Fax Number (512)835-5371
Appraisal Information (512)834-9138
TDD (512)834-9328



MAP NO.
10597
5 0701 10797 10795
5 0501 10595

1" = 400' MAP
REFERENCE
10295

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
 Mapsco No. 577V

HIGHLAND CREEK LAKES SEC 1

Pct.# 3
Atlas No.H-03

RECORDED AT Vol. 34 Page 32 IN THE PLAT RECORDS OF TRAVIS COUNTY 7/3/67

CONTAINS 2 STREETS AS LISTED BELOW:

| # | STREET NAME | FROM - TO | L.F. | MILES | ROW | TYPE OF VIDTH OF CURB & | | |
|----|-----------------|---|------|-------|-----|-------------------------|-------|--------|
| | | | | | | PVMNT | PVMNT | GUTTER |
| 1 | Panorama Drive | NW cor Lot 18 Blk G NW to SW cor Lot 61 Blk G | 2560 | 0.48 | 50' | HMAC | 18' | No |
| 2 | Lake Park Drive | Panorama Drive to NE cor Lot 63 Blk G | 200 | 0.038 | 50' | HMAC | 20' | No |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | | | | | | | | |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | | | | | | | | |
| 16 | | | | | | | | |

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 2

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 2 TOTALING 0.518 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3

19-May-09

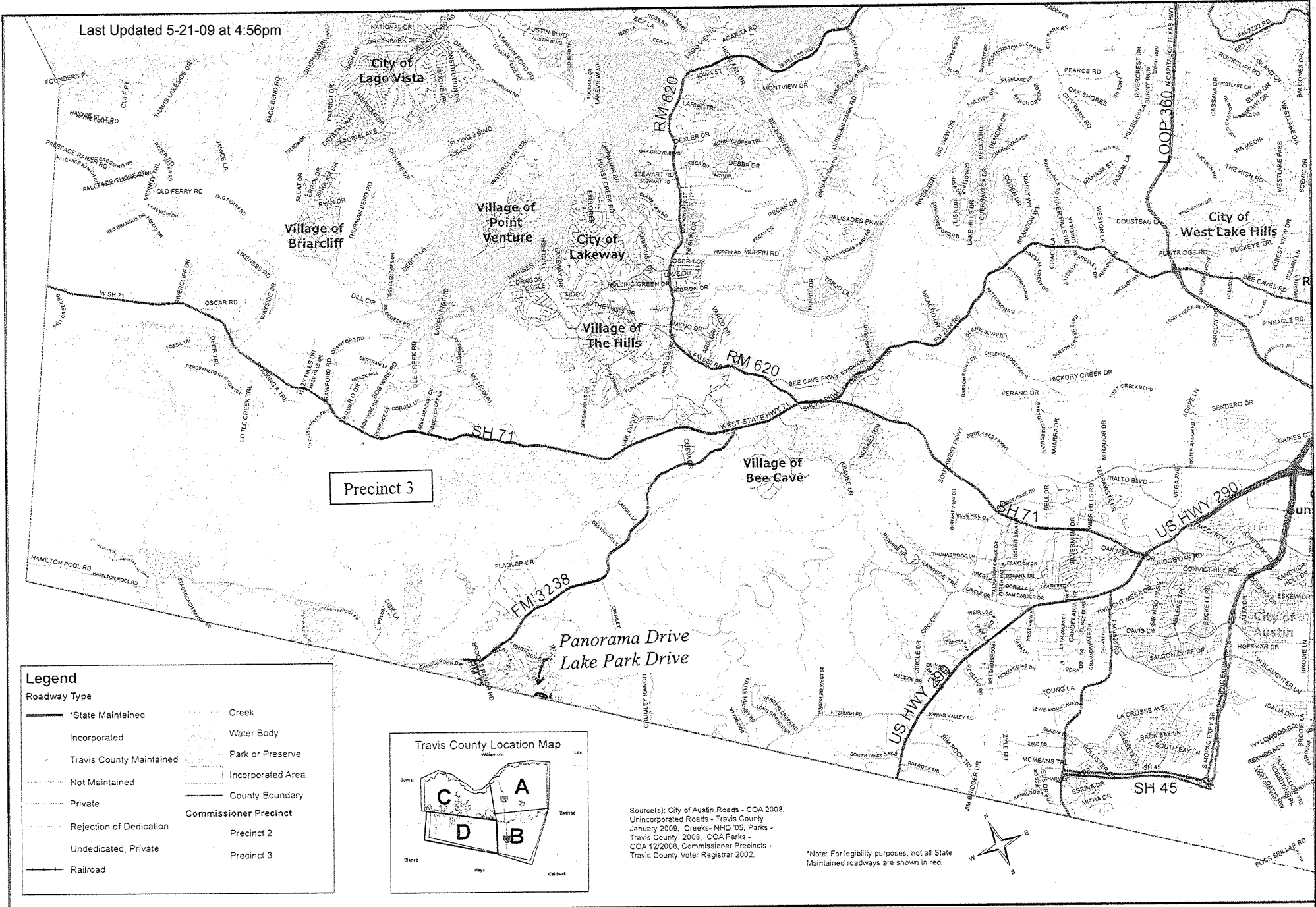
DATE

Steve Manilla, P. E.
 DIRECTOR PUBLIC WORKS
 TRANSPORTATION AND NATURAL RESOURCES

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

DATE APPROVED BY COMMISSIONERS' COURT

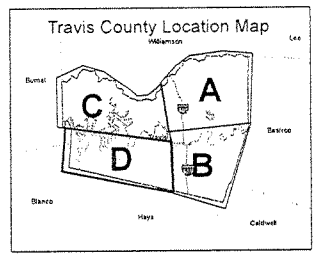
Last Updated 5-21-09 at 4:56pm



Legend

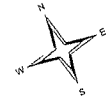
Roadway Type

| | | | |
|--|--------------------------|--|-----------------------|
| | *State Maintained | | Creek |
| | Incorporated | | Water Body |
| | Travis County Maintained | | Park or Preserve |
| | Not Maintained | | Incorporated Area |
| | Private | | County Boundary |
| | Rejection of Dedication | | Commissioner Precinct |
| | Undedicated, Private | | Precinct 2 |
| | Railroad | | Precinct 3 |



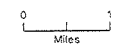
Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009, Creeks- NHD '05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

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



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map D



Map Prepared by Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009 <http://www.co.travis.tx.us/maps>

14

BUDGET AMENDMENTS AND TRANSFERS

FY 2009

COUNTY JUDGE'S OFFICE
09 MAY 21 AM 9:17

5/26/2009

TRANSFERS

| BA# | Project Code | FUND | DEPT/DIV | ACT | ELM/OBI | Dept. | Line Item | Increase | Decrease | Pg # |
|-----|--------------|------|----------|-----|---------|-------|--------------------------|-----------|-----------|------|
| T1 | | 001 | 1210 | 523 | 0701 | ITS | Reg Salaries-Permnt Empl | | \$ 12,500 | 1 |
| | | 001 | 1230 | 523 | 1101 | ITS | Regular Overtime Pay | \$ 12,500 | | |

Budget Adjustment: 16054

Fyr_ Budget Type: 2009-Reg

Author: 12 - MACIK, NICHOLAS

Created: 5/14/2009 10:06:29 AM

PBO Category: Transfer

Court Date: Tuesday, May 26 2009

Dept: INFORMATION & TELECOMMUNI

Just: CommCodeRq

Additional Overtime Requirements

| From Account | Acct Desc | Project | Proj Desc | Amount |
|-------------------|--------------------------|---------|-----------|--------|
| 001-1210-523-0701 | REG SALARIES-PERMNT EMPL | | | 12,500 |
| | | | | 12,500 |
| To Account | | Project | | Amount |
| 001-1230-523-1101 | REGULAR OVERTIME PAY | | | 12,500 |
| | | | | 12,500 |

| Approvals | Dept | Approved By | Date Approved |
|------------|------|----------------|----------------------|
| Originator | 12 | NICHOLAS MACIK | 5/14/2009 1:45:57 PM |
| DepOffice | 12 | NICHOLAS MACIK | 5/14/2009 1:47:54 PM |

Nicholas Macik 5/21/09

PBO has verified savings: 5/15/09

Conews.

Allan



TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

RECEIVED
Joe Harlow, Chief Information Officer
314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

09 MAY 15 AM 9:26

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Travis County Courthouse, Austin, Texas

Date: May 15, 2008
To: Randy Lott, Budget Analyst
From: Joe Harlow, Chief Information Officer
Subject: Budget Adjustment – Operations OT

ITS has reviewed the level of overtime for operations and has determined that the amount budgeted will be insufficient for the remaining portion of the fiscal year. There are several factors contributing to the increased level of overtime to date.

The first is the requirement to process Justices of the Peace end of month runs when the last day of the month falls on the weekend. Additionally, there was a requirement to execute a daily FACTS general ledger processing job on Monday mornings at 4:00am. There were also multiple requests to perform JP FACTS conversion test runs. Under the previous platform the data was transferred via tape requiring substantial operator intervention. Additionally there was an increased need for overtime in the conversion to the Dorado system. Routine weekend helpdesk calls requiring callbacks has and continues to be a part of the OT costs.

ITS estimates that that the level of OT hours will be at a reduced level for the remaining months of the fiscal year. Under the new Dorado platform data can be transferred via a non-tape format reducing the need for operator intervention. Additionally the FACT conversion runs are processed at the same time as the Justice of the Peace month end runs. It is estimated that the department will require an additional \$12,500 to fund the anticipated overtime amounts for the remaining fiscal year. The source of funding is from existing salary savings within the department.

Should you have further questions or require additional information, please contact me.

Cc: Alicia Perez, Executive Manager Administrative Operations

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

Last Updated 5/21/09 at 4:56pm

| Amount | Dept Transferred Into | Date | Explanation |
|--------------------|------------------------|----------|--|
| \$6,632,457 | | | Beginning Balance |
| (\$71,830) | Criminal Courts | 10/28/08 | Permission to continue-Drug Court Program |
| (\$4,356) | Cons. Pct. 2 | 11/4/08 | 3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services |
| (\$4,620) | Records Management | 11/4/08 | Budget Line Item Correction |
| (\$25,000) | TNR | 11/18/08 | Envision Central Texas |
| (\$4,821) | TNR | 11/25/08 | Traffic Citations |
| (\$59,553) | General Administration | 12/2/08 | Intergovernmental Relations Coordinator |
| (\$20,000) | TNR | 12/12/08 | Legal Costs |
| (\$226,436) | HHS | 12/16/08 | Health Public Interlocal with City of Austin |
| (\$19,593) | CSCD | 2/10/09 | After-hours Security Services |
| (\$1,328,530) | TNR | 2/24/09 | Vehicles Purchase |
| \$52,730 | HHS | 3/4/09 | Fund new Social Worker in FY 10 |
| (\$25,000) | County Attorney | 3/10/09 | Outside Counsel |
| \$43,397 | Criminal Courts | 4/7/09 | Adult Drug Court Grant Reimbursement |
| (\$20,269) | Facilities | 4/21/09 | Security Guard |
| (\$77,724) | Cons. Pct. 2 | 5/12/09 | Security Guard |
| \$4,840,852 | Current Balance | | |

Possible Future Expenses Against Allocated Reserve Previously Identified:

| Amount | Explanation |
|----------------------|---|
| (\$100,000) | Indigent Attn Costs: County Court at Law #8 |
| (\$300,000) | Indigent Attn Costs: Capital Murder Case Costs |
| (\$39,900) | Ad Space for November Polling Places |
| (\$158,125) | Resources for Fail Safe Voting |
| (\$20,000) | Hazmat |
| (\$16,000) | Hazmat Equipment Maintenance |
| (\$80,000) | Postage |
| (\$80,000) | Records Storage |
| (\$20,000) | Aviation Software |
| (\$300,000) | Fuel Price Increase |
| (\$63,500) | Cadaver Contract Increase |
| (\$50,000) | Appraisal District Fee |
| (\$100,000) | Family Drug Treatment Court |
| (\$347,110) | Utility Cost Increase |
| (\$15,000) | Copy Paper |
| (\$2,650) | Intergovernmental Relations support |
| (\$300,000) | Indigent Attn Costs: Capital Murder Cases |
| (\$184,778) | Drug Court |
| (\$29,302) | Bilingual Supplemental Pay |
| (\$100,000) | General Fund Subsidy |
| (\$700,000) | Reserve for Economic Downturn |
| (\$230,000) | Reserve for Cost Increases |
| (\$3,236,365) | Total Possible Future Expenses (Earmarks) |
| \$1,604,487 | Remaining Allocated Reserve Balance After Possible Future Expenditures |

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

Last Updated 5-21-09 at 4:56pm

| Amount | Dept Transferred Into | Date | Explanation |
|-------------|---------------------------|----------|--|
| \$2,865,553 | | | Beginning Balance |
| \$67,125 | Criminal Courts | 10/27/08 | Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08 |
| \$4,620 | ITS Centralized Comp.Serv | 11/4/08 | Budget Line Item Correction |
| (\$28,000) | Facilities | 11/18/08 | Rebudgeting correction HMS Courthouse HVAC Phase 4 Project |
| (\$500,000) | Sheriff | 2/24/09 | Software Purchase |
| (\$68,000) | Facilities | 2/24/09 | Repair Chiller at CJC/Gault Bldg. |
| (\$42,696) | TNR | 3/24/09 | Mini-Excavator |
| (\$20,045) | Criminal Courts | 4/7/09 | IT Equipment |
| (\$23,900) | Civil Courts | 4/7/09 | IT Equipment |

\$2,254,657 Current Reserve Balance

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

| Amount | Explanation |
|------------|------------------------------|
| (\$95,500) | Failing Vehicles Contingency |
| (\$30,000) | Aviation Software |

(\$125,500) Total Possible Future Expenses (Earmarks)

\$2,129,157 Remaining CAR Balance After Possible Future Expenditures

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

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

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

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|----------|--------------------------------|
| \$400,000 | | | Beginning Balance |
| (\$215,000) | HHS | 11/25/08 | Workforce Development RFS |
| (\$22,270) | HHS | 3/4/09 | Fund new Social Worker in FY09 |
| (\$52,730) | HHS | 3/4/09 | Fund new Social Worker in FY10 |
| \$110,000 Current Reserve Balance | | | |

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

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

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

| Amount | Dept Transferred Into | Date | Explanation |
|------------------------------------|-----------------------|---------|------------------------------|
| \$700,000 | | | Beginning Balance |
| (\$700,000) | PBO | 5/12/09 | Analysis & Master Plan Study |
| \$0 Current Reserve Balance | | | |

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

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

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

| Amount | Dept Transferred Into | Date | Explanation |
|---|-----------------------|---------|-----------------------|
| \$41,384,029 | | | Beginning Balance |
| (\$1,739,335) | ITS | 3/24/09 | Software and Hardware |
| (\$3,050,000) | TNR | 3/24/09 | HMAC |
| (\$947,604) | Facilities | 3/24/09 | Precinct 2 |
| (\$621,862) | Facilities | 3/24/09 | SMART Building |
| \$35,025,228 Current Reserve Balance | | | |

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

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|----------|----------------------------------|
| \$621,663 | | | Beginning Balance |
| (\$1,410) | Auditor | 12/17/08 | Training Expenses |
| (\$14,500) | Auditor | 12/17/08 | Furniture and Training |
| (\$5,970) | Auditor | 1/12/09 | Furniture and Printer |
| (\$4,968) | Auditor | 1/12/09 | Printer Maintenance & Supplies |
| (\$6,135) | Auditor | 1/27/09 | Equip/Supplies for Implementatin |
| (\$407) | Auditor | 1/27/09 | Equip/Supplies for Implementatin |
| (\$275) | Auditor | 2/5/09 | Equip/Supplies for Implementatin |
| (\$1,549) | Auditor | 2/13/09 | Supply Expense |
| (\$2,522) | Auditor | 2/13/09 | Supply & Printer Stand |
| (\$6,391) | Auditor | 3/4/09 | Printer and Shredder |
| (\$2,970) | Auditor | 3/4/09 | Software |
| (\$4,309) | Auditor | 3/4/09 | Printer & Shredder Main. & Supp. |
| (\$485) | Auditor | 5/6/09 | Supply Expense |
| \$569,772 Current Reserve Balance | | | |

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

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

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

| Amount | Dept Transferred Into | Date | Explanation |
|---|-----------------------|---------|----------------------|
| \$81,095 | | | Beginning Balance |
| (\$63,124) | ITS | 2/19/09 | Security Analyst FTE |
| \$17,971 Current Reserve Balance | | | |

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

| Amount | Dept Transferred Into | Date | Explanation |
|------------------|--------------------------------|-------------|--------------------------|
| \$214,822 | | | Beginning Balance |
| (\$56,250) | Purchasing | 2/5/09 | BEFIT Consultant |
| (\$4,596) | Purchasing | 2/26/09 | Furniture Purchase |
| (\$357) | ITS | 4/3/09 | Telephone Purchase |
| (\$39,973) | Purchasing | 4/3/09 | Purchasing FTE for BEFIT |
| \$113,646 | Current Reserve Balance | | |

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

Please consider the following item for:

05-26-09

09 MAY 20 PM 4:16

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 US Department of Justice, Byrne Memorial Justice Assistance Grant for Travis County to receive American Recovery and Reinvestment Act (ARRA) funds for one time purchases for technology to improve the Criminal Justice System.
- b) New grant application to Texas Parks and Wildlife Department for Transportation and Natural Resources to acquire and develop the first phase of the Onion Creek Greenway in Precinct Four for park amenities.
- c) New grant application to US Department of Justice – COPS Office for funding Phase IIA of the Travis County Sheriff's Office Firing Range Project to expand the capacity to two courses of fire and instruction at the same time.
- d) Approve grant contract amendment with the Texas Commission on Environmental Quality for Transportation and Natural Resources to support clean air projects proposed by the County related to Low Income Repair Assistance Retrofit and Accelerated Vehicle Retirement Program (LIRAP).
- e) Contract with the Texas Department of Housing and Community Affairs for the Health and Human Services Department to provide household heating and cooling energy assistance to help low income families or individuals become energy self-sufficient under the Comprehensive Energy Assistance Program (CEAP).

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

5/26/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2009

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

| Dept | Grant Title | Grant Period | Grant Amount | County Match | FTEs | Notes | Page # |
|----------------------------|---|-------------------------|--------------|--------------|------|-------|--------|
| <i>Applications</i> | | | | | | | |
| a | 55 Edward Byrne Memorial Justice Assistance Grant | 10/1/2009 - 9/30/2010 | \$877,234 | | 4 | 1 | 11 |
| b | 49 Onion Creek Greenway - Urban Outdoor Recreation Grant | 8/21/2008 - 8/20/2011 | \$1,000,000 | 1,000,000 | | 1 | 31 |
| c | 37 COPS FY 2009 Technology Program - Firing Range Phase IIa | 10/1/2009 - 9/30/2012 | \$300,000 | | | 1 | 45 |
| <i>Contracts</i> | | | | | | | |
| d | 49 Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality | 5/6/2008 - 8/31/2010 | \$816,543.14 | | | 1 | 86 |
| e | 58 Comprehensive Energy Assistance Program (CEAP) | 01/01/2009 - 12/31/2009 | \$3,098,477 | | | | 95 |

Notes:

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

FY 2009 Grants Summary Report

Outstanding Grant Applications

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

| Dept | Name of Grant | Grant Amount | County Match | Local Funds (Donation) | 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 Program | \$98,842 | \$53,223 | | 1.39 | 1/6/2009 |
| 58 | 2009 Phase 27 Emergency Food and Shelter Program | \$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 Program | \$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 | \$50,000 | 2 | 3/10/2009 |
| 45 | FY 10 BJA Mental Health Court Collaboration- COPE (Collaborative Opportunities for Positive Change) | \$200,000 | \$50,000 | \$50,000 | 2 | 3/10/2009 |

| | | | | | |
|----|---|--------------|-----------|-----|-----------|
| 37 | 2009 COPS Hiring Recovery Program (CHRP) | \$2,273,688 | \$117,239 | 12 | 4/7/2009 |
| 37 | 2009 Byrne Justice Assistance Grant | \$495,000 | | | 4/7/2009 |
| 45 | USDA School Commodities Program | \$12,600 | | | 4/7/2009 |
| 45 | National School Lunch Program/School Breakfast Program | \$250,000 | | | 4/7/2009 |
| 58 | Casey Family Programs Community and Family Reintegration Project | | \$70,000 | | 4/7/2009 |
| 58 | 21st Century Community Learning Centers, Cycle 6, Year 1 | \$2,019,500 | \$50,000 | 13 | 4/7/2009 |
| 39 | Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations | \$373,517 | | 6 | 4/14/2009 |
| 55 | Second Chance Act: Prisoner Reentry Initiative Grant | \$176,240 | \$175,738 | 3 | 4/14/2009 |
| 45 | Travis County Mentoring Project | \$498,467 | | 1.5 | 4/14/2009 |
| 19 | Other Victim Assistance Grant (OVAG) | \$99,049 | | 1 | 4/14/2009 |
| 45 | Drug Court/In-Home Family Services Grant | \$175,000 | | | 4/21/2009 |
| 45 | Byrne Memorial Competitive Grant Supporting Problem Solving Courts | \$537,459 | | 3 | 4/21/2009 |
| 24 | Drug Diversion Court | \$187,952 | | 1 | 4/21/2009 |
| 59 | Travis County STAR Flight Equipment Enhancement | | \$283,926 | | 4/28/2009 |
| 37 | State Criminal Alien Assistance Program - SCAAP 09 | \$37,368,877 | | | 4/28/2009 |
| 37 | Target - Law Enforcement Grant | | \$5,000 | | 4/28/2009 |

| | | | | | |
|----|--|--------------|-------------|-----------|-----------|
| 45 | ARRA (American Recovery and Reinvestment Act) - Food Service Equipment Grant | \$194,794 | | | 4/28/2009 |
| 47 | Homeland Security Grant for Videoconferencing Network | \$260,686.41 | | | 4/28/2009 |
| 23 | Victim Coordinator and Liaison Grant | \$78,000 | | | 4/28/2009 |
| 39 | Travis County Adult Probation DWI Court | \$210,315 | | 1 | 4/28/2009 |
| 58 | Parenting in Recovery | \$500,000 | \$125,000 | 1 | 4/28/2009 |
| 22 | Family Drug Treatment Court | \$161,568 | | 2 | 4/28/2009 |
| 45 | Juvenile Treatment Drug Court Enhancement Grant from OJJDP | \$424,979 | \$141,667 | 2.5 | 5/5/2009 |
| 45 | Juvenile Treatment Drug Court Enhancement Grant from CSAT | \$799,379 | \$0 | 0 | 5/5/2009 |
| 37 | SCATTF - Sheriff's Combined Auto Theft Task Force | \$634,131 | \$324,862 | 12 | 5/5/2009 |
| 45 | National School Lunch Program/School Breakfast Program-annual renewal | \$250,000 | | | 5/12/2009 |
| 40 | Offender Reentry Program (Short Title: ORP) | \$400,000 | | 2 | 5/19/2009 |
| 58 | Emergency Food and Shelter Program ARRA | \$57,934 | | | 5/19/2009 |
| | | \$50,086,364 | \$1,281,976 | \$626,165 | 90.89 |

F

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 Efficiency Program | | | \$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 |

CR

| | | | | | | |
|----|---|-------------|-------------|----------|------|-----------|
| 23 | Interlocal Agreement for the Austin/Travis County Family Violence Protection Team | \$685,586 | | | 4 | 1/27/2009 |
| 49 | Northridge Acres Water Corporation Project | \$250,000 | | | | 1/27/2009 |
| 24 | Formula Grant-Indigent Defense Grants Program | \$429,859 | | | | 2/3/2009 |
| 37 | 2008 Byrne Justice Assistance Grant | \$70,002 | | | | 2/10/2009 |
| 45 | Justice and Mental Health Collaboration Program COPE | \$246,662 | \$61,666 | | 1 | 2/10/2009 |
| 45 | JABG Juvenile Assessment Center | \$80,889 | \$8,988 | | 1.5 | 2/10/2009 |
| 58 | SVCI (Seniors and Volunteers for Childhood Immunization) | | | \$4,000 | 0.25 | 2/17/2009 |
| 58 | 2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1 | \$725,014 | | | | 2/17/2009 |
| 24 | Drug Diversion Court | \$160,041 | | | 1 | 2/17/2009 |
| 22 | Drug Court (State) Program | \$98,500 | | | 1 | 2/17/2009 |
| 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 |
| 58 | Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project | \$232,000 | | | | 4/21/2009 |
| 58 | ATCMHMR - Marguerite Casey Foundation Community and Family Reintegration Project | | | \$89,028 | 1 | 4/28/2009 |
| 45 | Court Order Parent Education Project (COPE) | \$41,800 | | | 0.5 | 4/28/2009 |
| 17 | A Cultural Resources Survey of Rural Properties in Northeast Travis County | \$5,000 | \$5,000 | | | 5/5/2009 |

| | | | | | |
|----|--|---------------------|--------------------|------------------|--------------|
| 55 | Travis County Mental Health Public Defenders Office | \$250,000 | \$375,000 | 8 | 5/5/2009 |
| 58 | AmeriCorps | \$224,172 | \$211,826 | 16 | 5/5/2009 |
| 58 | AmeriCorps | \$228,120 | \$223,358 | 16 | 5/5/2009 |
| 22 | Drug/Specialty Courts Training Stipends | \$16,200 | | | 5/5/2009 |
| 24 | Training for Drug Courts | \$8,100 | | | 5/5/2009 |
| 39 | Drug/Specialty Courts Training Stipend-Travis County Adult Probation DWI | See Note | | | 5/5/2009 |
| | | <u>\$10,115,349</u> | <u>\$3,022,337</u> | <u>\$124,000</u> | <u>72.75</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 |

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

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

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

10

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: | Department of Justice and Public Safety |
| Contact Person/Title: | Roger Jeffereies |
| Phone Number: | 512-854-4759 |

| | | | |
|----------------------|---|-----------|---------------|
| Grant Title: | Edward Byrne Memorial Justice Assistance Grant | | |
| Grant Period: | From: | 10/1/2009 | To: 9/30/2010 |
| Grantor: | Bureau of Justice Assistance - Department of Criminal 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 type="checkbox"/> | Reimbursement: <input checked="" type="checkbox"/> | |

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------|----------|----------------|
| Personnel: | 132,932 | 0 | 0 | 0 | 0 | 132,932 |
| Operating: | 42,929 | 0 | 0 | 0 | 0 | 42,929 |
| Capital Equipment: | 701,373 | 0 | 0 | 0 | 0 | 701,373 |
| Indirect Costs: | | | | | | 0 |
| Total: | 877,234 | 0 | 0 | 0 | 0 | 877,234 |
| FTEs (Temp.): | 4.00 | | | | | 4.00 |

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

| 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 | | | | | | |
| CJP - # of developed grant applications with joint participation | 2 | 0 | 2 | 2 | | 3 |
| Measures For Grant | | | | | | |
| Outcome Impact Description | Solution #1 - City of Manor Police Department | | | | | |
| % increase in # of arrestees accurately identified in the field because of field access to digital photos | | | | | | |
| Outcome Impact Description | Solution #2 - Travis County Constable Offices | | | | | |

| | | | | | | |
|---|---|--|--|--|--|--|
| % decrease in the # of reports rejected for errors or illegibility | | | | | | |
| Outcome Impact Description | Solution #3 – Travis County District/County Attorneys Offices | | | | | |
| % decrease in case turnaround time | | | | | | |
| Outcome Impact Description | Solution #4 – Travis County District/County Attorneys Offices | | | | | |
| % decrease in turnaround time for DWI and child abuse cases | | | | | | |
| Outcome Impact Description | Solution #5 – Travis County Juvenile Probation Department | | | | | |
| % decrease in violent incidents among juveniles | | | | | | |
| Outcome Impact Description | Solution #6 – Travis County Adult Probation Department | | | | | |
| % increase in the # of probation officers who are supervising a geographic specific caseload | | | | | | |
| Outcome Impact Description | Solution #7 – Travis County Office of Court Administration | | | | | |
| % increase in the number of attorney visits via video teleconference prior to case adjudication | | | | | | |

PBO Recommendation:

This is a grant application to the Bureau of Justice Assistance to receive American Recovery and Reinvestment Act (ARRA) funds to enhance technology and efficiency in Travis County's Criminal Justice System. The grant would provide funds for several County departments and the Manor Police Department. Most of this funding is one time with no cash match or continuing County obligation. However starting in FY11 there will be some small ongoing maintenance costs in Records Management (\$14,482), the Constables (\$10,000) and Adult Probation (\$1,950). PBO will work with the departments to determine a funding source for these future costs. All personnel costs listed above are for temporary workers. PBO recommends approval of this 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?

In 2007, the ten county region which makes up the Capital Area Council of Governments (CAPCOG) reported over 71,000 crime incidents as measured by Part 1 UCR crime data. In Travis County alone, almost 56,000 incidents of crime were reported in that year. This is a 7.5% increase since 2004. The increase in crime incidents had a ripple effect throughout the county's criminal justice system.

To address crime problems, criminal justice and law enforcement may access a number of tools in their "tool box." Among these tools are various enforcement operations, prosecution initiatives, training, technology to manage information, research and analysis, crime prevention strategies, victims outreach, community restoration, offender reentry strategies, forensics, and multi-entity collaboration.

Recently, the Travis County Community Justice Council convened local stakeholders to identify gaps in the county's "tool box" to reduce crime and improve criminal justice services, which could be addressed with one time federal stimulus monies. Travis County currently accounts for approximately 78% of the crime committed in the 10-county CAPCOG region. The mission of the law enforcement and criminal justice community in Travis County is to take the lead in making the county and the region as safe as possible for its residents. A key component in the achievement of such a mission is information that is timely, accurate, secure, shared when appropriate, paperless when possible, and relevant for decision making – in court, on the street, and in the management of offenders. Cost effective use of technology can improve and enhance the information available to all law enforcement and criminal justice staff wherever and whenever it is needed for their duties and safety.

To strengthen our "tool box," specifically around the management of information, the Community Justice Council developed a 2009-2010 Travis County Information Management Strategy for Criminal Justice which identified seven solutions to public safety gaps, which include the one time purchase of new technology. These include:

Solution #1 - Decrease law enforcement response time to citizen calls for service and improve officer safety in the City of Manor Police Department through use of in car computers, known as mobile data terminals (MDT).

Solution #2 - Increase time available for critical patrol and other duties by the five Constable offices through the use of E-Citation equipment that will automate and streamline the writing of citations and submission of them to the courts.

Solution #3 - Improve the turnaround time on cases prosecuted by the District and County Attorneys with equipment that will digitize paper case records.

Solution #4 - Improve the turnaround time on cases prosecuted by the District and County Attorneys equipment that will digitize video evidence in DWI and child abuse cases.

Solution #5 - Protect the safety and security of juvenile probation officers and offenders through improved information sharing and management. This will be accomplished with a wireless network and laptops available for staff at offender intake, juvenile court, and detention at the Juvenile Probation Department; and equipment which will identify, photograph, and document the special needs of juvenile offenders in detention with a wristband and help identify and track gang members.

Solution #6 - Improve community safety through better management of information on probationers. This will be accomplished with scanning equipment that will aggregate assessment information for evaluation purposes; mapping software which will allow for more effective distribution of officer caseloads; and statistics software that can analyze and evaluate recent efforts to focus resources on high risk, high need probationers.

Solution #7 - Improve community and officer safety through the enhancement of video teleconferencing equipment which will allow for some court proceedings and attorney visits to be conducted via video teleconference between the court complex in downtown Austin and the Travis County Correctional Complex in Del Valle. This will reduce the need for inmate transports between the two sites.

Total Byrne/JAG request for the above information management solutions is \$877,234 in one time monies to be spent in FY 2010. Please see Attachment 1 for a breakout of specific project costs.

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

Collectively, the seven proposed projects estimate ongoing annual maintenance costs of \$28,258 which are not covered by grant funding and will begin in FY 2011. A breakout of each projects estimated ongoing annual maintenance costs is included in Attachment 2.

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 county match associated with this grant.

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

There is no indirect cost associated with this 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.

This is one time Byrne/Justice Assistance Grant funding is associated with the American Recovery and Reinvestment Act. Monies must be spent within the period October 1, 2009 to September 30, 2010. Projects proposed for this funding were identified because they could be purchased within the specified time period and had no significant ongoing costs beyond the period of the grant.

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

All of the projects selected for this program expand or enhance technology that is already utilized by Travis County entities with the exception of Juvenile Probation Department which does not currently have a wireless network and equipment to make identification wristbands for juvenile offenders. The new technology proposed for the Juvenile Probation Department will strengthen their ability to collect information on, verify identify, and track juvenile offenders under their supervision. Specifically, it will assist the agency with identifying and tracking gang members.

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.

For Criminal Justice Planning, coordinating and completing this Byrne/JAG application will help us exceed our FY 2009 goal of completing at least 2 collaborative grant applications. Each project proposed has output and outcome performance measures that are specific to those agencies in which they are administered.



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, Executive Manager

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

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

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

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

To: Rodney Rhoades, Executive Manager, PBO
Katie Petersen, Budget Analyst, PBO

From: Roger Jefferies, Executive Manager, Justice and Public Safety

Date: May 18, 2009

**SUBJECT: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG)
FORMULA GRANT PROGRAM / 2009-2010 TRAVIS COUNTY
INFORMATION MANAGEMENT STRATEGY FOR CRIMINAL
JUSTICE**

We are requesting your consideration of a grant application to the Bureau of Justice Assistance (BJA) **Edward Byrne Justice Assistance Grant (JAG)** via the Texas Governor's Office to fund technology needs for various criminal justice and law enforcement agencies and departments. This funding has been issued as one-time stimulus monies through the 2009-2010 American Recovery and Reinvestment Act. The grant request total is \$877,234.

A total of \$2 million is currently available for criminal justice activities for the ten counties under our local Capital Area Council of Governments (CAPCOG). CAPCOG is accepting collaborative proposals from each city and/or county in our 10 region area until June 1, 2009 via the Governor's e-Grants web portal.

Monies from the Edward Byrne JAG grant can fund two eligible sets of activities:

1. Criminal justice services to individuals or communities. Examples include coordinated initiatives, substance abuse treatment, prosecution strategies, victim services, and reentry.

2. Improvement to the efficiency and effectiveness of the criminal justice system. Examples include: grant-funded personnel, overtime, law enforcement training, equipment, technology, diversion programs, and reductions in backlogs.

The grant period begins October 1, 2009 and expires on September 30, 2010. This is one time money and no match is required.

Following a recent series of meetings among Travis County criminal justice and law enforcement agencies and departments regarding this grant funding, Justice and Public Safety was asked to take the lead in coordinating the mandatory collaborative grant application to the Governor's Office. The group interested in these monies developed a framework in which to make the request which includes a collaborative approach to achieving public safety goals in the county.

Travis County currently accounts for approximately 78% of the crime committed in the 10-county CAPCOG region. The mission of the law enforcement and criminal justice community in Travis County is to take the lead in making the county safe for its residents. A key component in the achievement of this mission is information. Cost effective use of technology can improve and enhance the information available to all law enforcement and criminal justice staff wherever and whenever it is needed for their duties and safety.

The vision for improved and enhanced information is that it be timely, accurate, secure, shared when appropriate, paperless when possible, and relevant for decision making. To these ends, 12 criminal justice and law enforcement agencies have expressed interest in submitting technology projects for this collaborative grant application. These include the five Constables, the Manor Police Department, Juvenile Probation, Records Management in conjunction with the County and District Attorneys Offices, Adult Probation, and the Office of Court Administration.

Proposed solutions include:

- In-car computers for City of Manor Police Department
- Equipment for Travis County Constables to issue e-citations in the field
- Equipment for County/District Attorney to digitize paper criminal court case files
- Equipment for County/District Attorney to digitize video evidence in DWI and child abuse cases
- Equipment for a wireless network in Juvenile Probation
- Mapping software and statistics software for Adult Probation
- Mobile video teleconferencing equipment for the Criminal Courts

It is anticipated that enhancing and improving information with the proposed technology solutions will result in improved service to the public; improved efficiency and quality of our core functions and processes; greater productivity; improved officer safety; a decrease in redundancy; and improved case processing. Please see attached grant summary document, grant narrative, budget, and project summary. Please contact me if you have any questions.

c: DeDe Bell, County Auditor
Jim Connolly, County Attorney
Deece Eckstein, IGR/ARRA Coordinator

American Recovery and Reinvestment Act of 2009
Edward Byrne Memorial Justice Assistance (JAG) Formula Grant Program

2009-2010 TRAVIS COUNTY INFORMATION MANAGEMENT STRATEGY FOR
CRIMINAL JUSTICE

Problem Statement

In 2007, the ten county region which makes up the Capital Area Council of Governments (CAPCOG) reported over 71,000 crime incidents as measured by Part 1 UCR crime data. In Travis County alone, almost 56,000 incidents of crime were reported in that year, 78% of the regional total. This is a 7.5% increase since 2004. The increase in crime incidents has had a ripple effect throughout the county's criminal justice system. New felony cases filed in criminal courts increased 20%, from 8,833 in FY 2004 to 10,626 in FY 2007. New misdemeanor cases filed shot up from 26,447 to 32,699, a 24% increase. The number of adults on probation in Travis County increased by 2%, from 11,913 in FY 2004 to 12,185 in FY 2007. And youth referred to the Juvenile Probation Department increased from 5,550 to 5,789, or 4%, during the same period. It also must be noted that, while not included in UCR statistics, citations issued by local Constables' reached an estimated volume of 25,000 in 2007, and cases filed with local Justices of the Peace increased 13%, from 78,972 in FY 2004 to 89,053 in FY 2007.

To address crime problems, criminal justice and law enforcement may access a number of tools in their "tool box." Among these tools are various enforcement operations, prosecution initiatives, training, technology to manage information, research and analysis, crime prevention strategies, victims outreach, community restoration, offender reentry strategies, forensics, and multi-entity collaboration.

Recognizing the benefit of collaboration, Travis County has a long history of working with other entities regionally, and at the county level, on many initiatives across many disciplines. In law enforcement and criminal justice the primary collaborative body in the county is the Community Justice Council. While statutorily mandated to approve the local probation department's annual plan, the Travis County Community Justice Council has expanded its scope to become the main body for planning and communication among criminal justice and law enforcement entities. Membership includes the District Attorney, the County Attorney, the Probation Department, the Sheriff's Office, the Austin Police Department, representatives from the District and County Court at Law judges, and other critical stakeholders. The Community Justice Council convenes at least once a month to examine data, identify critical issues, and develop strategies to address those issues.

Recently, the Community Justice Council convened local stakeholders to identify gaps in the county's "tool box" to reduce crime and improve criminal justice services, which could be addressed with one time federal stimulus monies. As mentioned previously, Travis County currently accounts for approximately 78% of the crime committed in the ten county CAPCOG region. The mission of the law enforcement and criminal justice community in Travis County is to take the lead in making the county and the region as safe as possible for its residents. A key component in the achievement of such a mission is information that is timely, accurate, secure, shared when appropriate, paperless when possible, and relevant for decision making – in court, on the street, and in the management of offenders. Cost effective use of technology can improve and enhance the information available to all law enforcement and criminal justice staff wherever and whenever it is needed for their duties and safety.

To strengthen our "tool box," specifically around the management of information, the Community Justice Council developed a 2009-2010 Travis County Information Management Strategy for Criminal Justice which identified seven gaps that could be addressed with the purchase of new technology. These gaps include:

Gap #1 - Lack of access to real time information by City of Manor police officers responding to incidents, and lack of ability by police officers to share valuable electronic information on incidents, vehicle location, and officer status with Travis County dispatchers resulting in risk to officer safety and delays in response times to incidents.

Gap #2 - Outdated, cumbersome, and handwritten process for writing citations in five Constables Offices, which prolongs time taken to process them and takes time away from critical patrol, warrant execution, and other duties.

Gap #3 - Outdated storage and retrieval processes for District Attorney and County Attorney paper case records resulting in added time needed for the prosecution of cases. The process for accessing paper records can take up to 20 separate steps under the current process.

Gap #4 - Outdated storage and retrieval processes for County Attorney DWI evidence videos for DWI cases and District Attorney child abuse cases also resulting in added time needed for the prosecution of these specific types of cases.

Gap #5 - Lack of ability to access real-time data on juveniles under supervision and in the custody of the Juvenile Probation Department resulting in lessened ability to identify repeat offenders and possible gang members.

Gap #6 - Lack of ability to quickly aggregate and evaluate data for supervision assignments, probation officer caseloads, and appropriate treatment options for probationers.

Gap #7 - Outdated video teleconferencing equipment between the courts and the distant Travis County Correctional Complex in Del Valle which, if not operational, increases security risks associated with transporting jail inmates long distances.

Supporting Data

The data below support each gap identified in the 2009-2010 Travis County Information Management Strategy and outlined in the Problem Statement:

Gap #1 – The City of Manor reported 334 violent crimes and 3,240 property crimes in 2007.

Gap #2 – The five Constables in Travis County are estimated to collectively write 25,000 citations each year.

Gap #3 – In 2007, 9,779 felony cases and 27,714 misdemeanor cases were prosecuted by the Travis County District Attorney and County Attorney respectively.

Gap #4 – In 2007, 655 felony DWI cases were filed and 7,585 misdemeanor DWI cases were filed in the criminal courts. Also, 206 felony indecency/sexual assault of a child cases were filed in the criminal courts.

Gap #5 – The average daily population of juveniles in detention in Travis County was 87 in 2007 and 1,205 were under intensive and regular supervision.

Gap #6 – In 2007, 6,698 offenders were sentenced to either felony or misdemeanor probation in Travis County.

Gap #7 – The Travis County Sheriff's Office transported 42,541 offenders to court in 2007.

Goal Statement

The overarching goal of this collaborative strategy is to reduce crime and improve the delivery of criminal justice services in our community. More specifically, the goal of this strategy is to improve and enhance information available to stakeholders for more effective decision making. Our solutions to achieve this goal are as follows and align with the gaps identified in the problem statement:

Solution #1 - Decrease law enforcement response time to citizen calls for service and improve officer safety in the City of Manor Police Department through use of in-car computers, known as mobile data terminals (MDT). The Manor Police Department is requesting 12 units plus associated training, software, and installation. The MDTs will

allow for computerized interface with Tritech, the regional computer aided dispatch system, and provide capacity to write e-citations. Total cost - \$125,597.

Solution #2 - Increase time available for critical patrol and other duties by the five Constable Offices through the use of 46 E-Citation units, which will automate and streamline the writing of citations and submission of them to the courts. This request includes hardware, software, peripheral equipment, and training. Total cost - \$255,454.

Solution #3 - Improve turnaround time and conviction rates on cases prosecuted by the District and County Attorneys through faster access to digitized paper evidence. The request includes one scanner, associated software and hardware, and services of temporary imaging staff. Retrieval time for case records would decrease from 1-2 days to minutes and storage needs would decrease. Total cost - \$293,603.

Solution #4 - Improve the turnaround time and conviction rates on cases prosecuted by the District and County Attorneys through faster access to digitized video evidence in DWI and child abuse cases. Currently, VHS tapes are utilized and require more time consuming retrieval, redacting, recording, and editing processes. The request includes recording equipment, monitors, DVDs, peripheral equipment, and services of temporary staff for 10 months. Total cost - \$77,759.

Solution #5 - Protect the safety and security of juvenile probation officers and offenders through improved information sharing and management. This will be accomplished with a wireless network and laptops available for staff at offender intake, juvenile court, and detention at the Juvenile Probation Department; and equipment which will identify, photograph, and document the special needs of juvenile offenders in detention with a wristband, as well as identify and track gang members. Total cost - \$69,365.

Solution #6 - Improve community safety through better management of information on probationers. This will be accomplished with scanning equipment that will aggregate assessment information for evaluation purposes; mapping software which will allow for more effective distribution of officer caseloads; and statistics software that can analyze and evaluate recent efforts to focus resources on high risk, high need probationers. Total cost - \$20,000.

Solution #7 - Improve community and officer safety through the enhancement of video teleconferencing equipment which will allow for some court proceedings and attorney visits to be conducted via video teleconference between the court complex in downtown Austin and the Travis County Correctional Complex in Del Valle. This will reduce the need for inmate transports between the two sites. Total cost - \$35,456.

Community Plan

Travis County developed and submitted to CAPCOG a 2009-2010 Community Plan for Criminal Justice. As directed by CAPCOG, the plan addresses priorities for general victim assistance funded with the Victims of Crime Act monies; law enforcement, prosecution, court, and training programs targeting victims of domestic violence, sexual assault, and stalking funded with Violence Against Women Act monies; Juvenile Justice and Delinquency Prevention Act monies; state criminal justice planning monies (Fund 421); and Safe and Drug Free Schools and Communities monies.

The Travis County Information Management Strategy for Criminal Justice falls most appropriately under the priorities for state criminal justice planning, specifically Priority #2 (page 24 of the plan) "Projects focused on reducing crime and improving the criminal or juvenile justice system." Also, the technology solution in our collaborative strategy submitted by the Juvenile Probation Department will address Priority #4 (page 25 of the plan) under state criminal justice planning, "Gang Prevention – Programs or other initiatives designed to address issues related to juvenile gang activity, including prevention and intervention efforts directed at reducing gang related activities."

Corroborating data for Priority #2 includes 2007 UCR crime rates for Travis County which indicates:

- 35 murders at a crime rate of 4 per 100,000
- 372 rapes at a crime rate of 38 per 100,000
- 1,520 robberies at a crime rate of 156 per 100,000
- 2,324 assaults at a crime rate of 239 per 100,000
- 9,455 burglaries at a crime rate of 970 per 100,000

Corroborating data for Priority #4 includes data from the Texas Youth Commission, the Center for Public Policy Priorities, and the Annie E. Casey Foundation which indicates:

- 40% of youth admitted into TYC custody admit they are gang members
- Travis County reported 235 juveniles, who ranged in age from 10 to 17, arrested for a violent crime in 2005
- Travis County reported a teen violent death rate of 17 per 100,000 compared to an overall murder rate of 3.4 per 100,000 in 2005

As noted in the Problem Statement, there are many tools available to reduce crime and improve criminal justice services. The Travis County Information Management Strategy for Criminal Justice has been developed to strengthen one of those tools – information – so that it is timely, accurate, secure, shared when appropriate, paperless when possible, and relevant for decision making – in court, on the street, and in the management of offenders.

Cooperative Working Agreements

To monitor progress towards the goals of the Travis County Information Management Strategy for 2009-2010, Cooperative Working Agreements and Interlocals will be executed among all partners. Cooperative Working Agreements will be requested of the following:

- Travis County Justice and Public Safety
- Travis County District Attorney
- Travis County Attorney
- Travis County Records Management
- Travis County Constables – Precincts 1 through 5
- Travis County Office of Court Administration

Interlocals will be requested from the following:

- City of Manor Police Department
- Travis County Adult Probation Department
- Travis County Juvenile Probation Department

Both types of agreements will include requirements to abide by all rules of the grantor, submit all documentation required by the grantor to Travis County Justice and Public Safety (which will administer the grant), submit data for monthly performance indicators related to each stakeholder's component of the strategy, and attend periodic meetings of the collaboration to report progress and problem solve around any challenges presented by the strategy.

Continuation Projects

The 2009-2010 Travis County Information Management Strategy is not a continuation of an existing Byrne/JAG funded project.

Project Summary (for press release or public inquiry)

In 2007, the ten county region which makes up the Capital Area Council of Governments (CAPCOG) reported over 71,000 crime incidents as measured by Part 1 UCR crime data. In Travis County alone, almost 56,000 incidents of crime were reported in that year. This is a 7.5% increase since 2004. The increase in crime incidents had a ripple effect throughout the county's criminal justice system.

To address crime problems, criminal justice and law enforcement may access a number of tools in their "tool box." Among these tools are various enforcement operations, prosecution initiatives, training, technology to manage information, research and

analysis, crime prevention strategies, victims outreach, community restoration, offender reentry strategies, forensics, and multi-entity collaboration.

Recently, the Travis County Community Justice Council convened local stakeholders to identify gaps in the county's "tool box" to reduce crime and improve criminal justice services, which could be addressed with one time federal stimulus monies. Travis County currently accounts for approximately 78% of the crime committed in the 10-county CAPCOG region. The mission of the law enforcement and criminal justice community in Travis County is to take the lead in making the county and the region as safe as possible for its residents. A key component in the achievement of such a mission is information that is timely, accurate, secure, shared when appropriate, paperless when possible, and relevant for decision making – in court, on the street, and in the management of offenders. Cost effective use of technology can improve and enhance the information available to all law enforcement and criminal justice staff wherever and whenever it is needed for their duties and safety.

To strengthen our "tool box," specifically around the management of information, the Community Justice Council developed a 2009-2010 Travis County Information Management Strategy for Criminal Justice which identified seven solutions to public safety gaps, which include the one time purchase of new technology. These include:

Solution #1 - Decrease law enforcement response time to citizen calls for service and improve officer safety in the City of Manor Police Department through use of in-car computers, known as mobile data terminals (MDT). The Manor Police Department is requesting 12 units plus associated training, software, and installation. The MDTs will allow for computerized interface with Tritech, the regional computer aided dispatch system, and provide capacity to write e-citations. Total cost - \$125,597.

Solution #2 - Increase time available for critical patrol and other duties by the five Constable Offices through the use of 46 E-Citation units, which will automate and streamline the writing of citations and submission of them to the courts. This request includes hardware, software, peripheral equipment, and training. Total cost - \$255,454.

Solution #3 - Improve turnaround time and conviction rates on cases prosecuted by the District and County Attorneys through faster access to digitized paper evidence. The request includes one scanner, associated software and hardware, and services of temporary imaging staff. Retrieval time for case records would decrease from 1-2 days to minutes and storage needs would decrease. Total cost - \$293,603.

Solution #4 - Improve the turnaround time and conviction rates on cases prosecuted by the District and County Attorneys through faster access to digitized video evidence in DWI and child abuse cases. Currently, VHS tapes are utilized and require more time consuming retrieval, redacting, recording, and editing processes. The request includes

recording equipment, monitors, DVDs, peripheral equipment, and services of temporary staff for 10 months. Total cost - \$77,759.

Solution #5 - Protect the safety and security of juvenile probation officers and offenders through improved information sharing and management. This will be accomplished with a wireless network and laptops available for staff at offender intake, juvenile court, and detention at the Juvenile Probation Department; and equipment which will identify, photograph, and document the special needs of juvenile offenders in detention with a wristband, as well as identify and track gang members. Total cost - \$69,365.

Solution #6 - Improve community safety through better management of information on probationers. This will be accomplished with scanning equipment that will aggregate assessment information for evaluation purposes; mapping software which will allow for more effective distribution of officer caseloads; and statistics software that can analyze and evaluate recent efforts to focus resources on high risk, high need probationers. Total cost - \$20,000.

Solution #7 - Improve community and officer safety through the enhancement of video teleconferencing equipment which will allow for some court proceedings and attorney visits to be conducted via video teleconference between the court complex in downtown Austin and the Travis County Correctional Complex in Del Valle. This will reduce the need for inmate transports between the two sites. Total cost - \$35,456.

Total Byrne/JAG request for the above information management solutions is \$877,234 in one time monies to be spent in FY 2010.

Geographic Area Served

The geographic area served is Travis County, however, the information generated by the Travis County Information Management Strategy for Criminal Justice may be shared regionally and beyond, when appropriate and necessary.

Target Audience

Gap/Solution #1 – the target audience for the mobile data terminals and software is primarily City of Manor police officers who need access to real time information while they are on patrol; who are dispatched to respond to incidents; and who write citations. However, the public will benefit from the additional time the police officers will have for patrol duties and the additional information officers be accessing for more effective and proactive policing.

Gap/Solution #2 – the target audience for the in E-Citation equipment and software is primarily Constable deputies who write citations, currently by hand. However, the

public will benefit from the additional time the Constable Deputies will have for patrol and other duties.

Gap/Solution #3 – the primary audience for equipment to digitize paper case records is prosecutors in the District and County Attorneys Offices. However, the defendants, and the victims of crimes being tried will benefit from the more efficient and speedy resolution of cases that will result from this technology.

Gap/Solution #4 - the primary audience for equipment to digitize videotaped evidence is prosecutors in the District and County Attorneys Offices. However, the defendants, and the victims of crimes being tried, specifically those associated with DWI and child abuse cases, will benefit from the more efficient and speedy resolution of cases that will result from this technology.

Gap/Solution #5 – the primary audience for the wireless network and identification wristband equipment is staff of the Juvenile Probation Department and offenders, including gang members, in their custody.

Gap/Solution #6 – the primary audience for the Scantron equipment, statistics software, and, mapping software are probation officers and staff at the Travis County Probation Department who supervise probationers and evaluate their supervision strategies.

Gap/Solution #7 – the primary audiences for video teleconferencing equipment set up between the court complex and the Travis County Correctional Complex at Del Valle are prosecutors, defense attorneys, defendants housed at Del Valle, court staff, and correction officers who must safely and efficiently manage the presentation of defendants for court proceedings.

Gender

None of the components of the 2009-2010 Travis County Information Management Strategy are gender specific.

Ages

None of the components of the 2009-2010 Travis County Information Management Strategy are age specific, with the exception of Gap/Solution #5, which targets offenders in the Juvenile Probation Department who are ages 10 – 17.

Special Characteristics

None of the components of the Travis County Information Management Strategy target special characteristics, with the exception of Gap/Solution #3 which primarily targets

DWI and child abuse cases, and Gap/Solution #4 which includes juvenile gang members.

Proposed Output/Outcome Measures

Gap/Solution #1 –

Output – # of arrests

Outcome - % increase in # of arrestees accurately identified in the field because of field access to digital photos

Gap/Solution #2 –

Output - # of citations generated

Outcome - % decrease in the number of reports rejected for errors or illegibility

Gap/Solution #3 –

Output – # of case records digitized

Outcome - % decrease in case turnaround time

Gap/Solution #4 –

Output - # of videotapes digitized

Outcome - % decrease in turnaround time for DWI and child abuse cases

Gap/Solution #5

Output - # of juvenile gang members identified

Outcome - % decrease in violent incidents among juveniles

Gap/Solution #6 –

Output - # of assessments scanned and aggregated

Outcome - % increase in the number of probation officers who are supervising a geographic specific caseload

Gap/Solution #7 –

Output - # of times video teleconferencing is utilized by specific purpose

Outcome - % increase in the number of attorney visits via video teleconference prior to case adjudication

Edward Byrne Memorial Justice Grant

| Gap / Solution | Partner | Item Description | # | Cost | Sub-total | Total | Classification | |
|----------------|--|-------------------------------|-----------------|-----------|-----------|-------------------|----------------|-------------------|
| #1 | Manor Police Department | Hardware | 12 | 5,731.25 | 68,775.00 | <u>125,597.00</u> | equipment | |
| | | Mobile Citations | 12 | 1,429.17 | 17,150.00 | | equipment | |
| | | Mounting Hardware | 12 | 1,200.00 | 14,400.00 | | equipment | |
| | | Installation | 12 | 300.00 | 3,600.00 | | equipment | |
| | | License | 12 | 500.00 | 6,000.00 | | equipment | |
| | | License | 12 | 300.00 | 3,600.00 | | equipment | |
| | | Support | 12 | 176.00 | 2,112.00 | | equipment | |
| | | Network Software | 12 | 574.00 | 6,888.00 | | equipment | |
| | | Training | 1 | 3,072.00 | 3,072.00 | | equipment | |
| | | | | | | | | <u>125,597.00</u> |
| #2 | Travis County Constables Project #1 | Pocket Citation Software | 46 | 1,999.00 | 91,954.00 | <u>255,454.00</u> | equipment | |
| | | Symbol MC70 | 46 | 2,098.00 | 96,508.00 | | equipment | |
| | | Symbol MC 70 Magstripe reader | 46 | 199.00 | 9,154.00 | | supplies | |
| | | Warranty | 46 | 303.00 | 13,938.00 | | supplies | |
| | | MC70 Cradle | 10 | 210.00 | 2,100.00 | | supplies | |
| | | Zebra RW 420 Printer | 46 | 799.00 | 36,754.00 | | equipment | |
| | | Zebra Serial Cable | 10 | 40.00 | 400.00 | | supplies | |
| | | Annual Maintenance | 1 | 3,750.00 | 3,750.00 | | equipment | |
| | | Shipping & Handling | 1 | 896.00 | 896.00 | | equipment | |
| | | | | | | | | <u>255,454.00</u> |
| #3 | Travis County Records Management Option #1 | Opex AS3690T | 1 | 53,245.00 | 53,245.00 | <u>293,603.00</u> | equipment | |
| | | Annual Service | 1 | 8,510.00 | 8,510.00 | | equipment | |
| | | Paperflow | 1 | 4,787.64 | 4,787.64 | | equipment | |
| | | Paperflow Lite | 2 | 1,950.52 | 3,901.04 | | equipment | |
| | | QCFlow | 1 | 2,482.41 | 2,482.41 | | equipment | |
| | | OCRFlow | 1 | 2,482.48 | 2,482.48 | | equipment | |
| | | Workstation | 3 | 2,500.00 | 7,500.00 | | equipment | |
| | | Professional Service | 15 | 1,200.00 | 18,000.00 | | equipment | |
| | | Temp Imaging Super | 1 | 32,500.00 | 32,500.00 | | salaries | |
| | | | Fringe Benefits | 1 | 6,030.38 | | 6,030.38 | salaries |
| | | Temp Imaging Tech | 2 | 27,500.00 | 55,000.00 | | salaries | |
| | | | Fringe Benefits | 2 | 5,102.63 | | 10,205.25 | salaries |
| | | Server | 2 | 25,000.00 | 50,000.00 | | equipment | |
| | | SQL Server | 2 | 2,500.00 | 5,000.00 | | equipment | |
| | | Professional Services | 15 | 1,200.00 | 18,000.00 | | equipment | |
| | | DMS Seats | 10 | 1,595.88 | 15,958.80 | | equipment | |
| | | | | | | <u>293,603.00</u> | | |

Edward Byrne Memorial Justice Grant

| | | | | | | |
|----|--|---|----------|-------------------|------------------|-----------|
| #4 | Travis County Records Management Option #2 | | | | | |
| | | VCR/DVD combos | 16 | 330.00 | 5,280.00 | supplies |
| | | equipment racks | 3 | 750.00 | 2,250.00 | supplies |
| | | VCR rack shelves | 16 | 75.00 | 1,200.00 | supplies |
| | | Cable, audio & video | 1 | 500.00 | 500.00 | supplies |
| | | Misc hardware | 1 | 250.00 | 250.00 | supplies |
| | | 16 Channel audio video monitor | 1 | 3,500.00 | 3,500.00 | equipment |
| | | Monitor Rack mount | 1 | 1,200.00 | 1,200.00 | equipment |
| | | 4 inch rack mount monitors | 4 | 1,300.00 | 5,200.00 | equipment |
| | | DVD 1 to 1 duplicators | 1 | 2,059.00 | 2,059.00 | equipment |
| | | DVDs 14,000 | 1 | 4,618.00 | 4,618.00 | supplies |
| | | DVD Cases - 14,000 | 1 | 2,374.00 | 2,374.00 | supplies |
| | | 2 DVD storage cabinets w/ base | 7 | 2,065.00 | 14,455.00 | equipment |
| | | Installation | 1 | 2,500.00 | 2,500.00 | equipment |
| | | Shipping/delivery | 1 | 3,177.00 | 3,177.00 | equipment |
| | | Staffing | 1 | 29,196.00 | 29,196.00 | salaries |
| | | | | | <u>77,759.00</u> | |
| #5 | Travis County Juvenile Probation Department | | | | | |
| | | Server w/ licensing & battery backup | 1 | 12,000.00 | 12,000.00 | equipment |
| | | Server backup software | 1 | 1,200.00 | 1,200.00 | equipment |
| | | Surge Protector | 4 | 100.00 | 400.00 | supplies |
| | | Tape Backup Tape Storage | 1 | 465.00 | 465.00 | supplies |
| | | Laptops | 20 | 1,600.00 | 32,000.00 | equipment |
| | | Software and Licensing | 20 | 500.00 | 10,000.00 | equipment |
| | | Wireless Access Points | 20 | 500.00 | 10,000.00 | equipment |
| | | Color Printer | 1 | 2,800.00 | 2,800.00 | equipment |
| | | Digital Camera | 1 | 500.00 | 500.00 | equipment |
| | | | | <u>69,365.00</u> | | |
| #6 | Travis County Adult Probation | | | | | |
| | | Scantron Equipment | 1 | 6,000.00 | 6,000.00 | equipment |
| | | ARC View Mapping | 1 | 8,000.00 | 8,000.00 | equipment |
| | SPSS and Complex Samples | 1 | 6,000.00 | 6,000.00 | equipment | |
| | | | | <u>20,000.00</u> | | |
| #7 | Travis County Office of Court Administration | | | | | |
| | | VideoConferencing System Eq | 2 | 6,000.00 | 12,000.00 | equipment |
| | | VideoConferencing System Eq | 1 | 10,000.00 | 10,000.00 | equipment |
| | | VideoConferencing Maintenance and Support | 2 | 1,536.00 | 3,072.00 | equipment |
| | | VideoConferencing Maintenance and Support | 1 | 1,984.00 | 1,984.00 | equipment |
| | | LCD Displays | 3 | 1,000.00 | 3,000.00 | equipment |
| | | Mobile Carts & Brackets | 3 | 1,500.00 | 4,500.00 | equipment |
| | Installation | 3 | 300.00 | 900.00 | equipment | |
| | | | | <u>35,456.00</u> | | |
| | | | | <u>877,234.00</u> | | |

Requested amount 877,234.00

ATTACHMENT 2 - EDWARD BYRNE MEMORIAL JUSTICE GRANT - PROPOSED

2009-2010 TRAVIS COUNTY INFORMATION MANAGEMENT STRATEGY FOR CRIMINAL JUSTICE

| Gap / Solution | Agency/Department | Project Description | One Time Cost Utilizing Grant Funding | Amount Estimated for Yearly On-going Costs | New, Enhancement or Expansion | Project Contact |
|-----------------------|--|--|---------------------------------------|--|-------------------------------|--|
| #1 | Manor Police Department | In-Car Computers (Mobile Data Terminals) | \$125,597.00 | \$1,826.00 | Expansion | Dustin Haisler, Municipal Judge (512) 272-5555 |
| #2 | Travis County Constables | 46 E-Citation units, includes all Constables | \$255,454.00 | \$10,000.00 | Expansion | Lt. Alonzo Reyes, Travis County Constable 3 (512) 854-2100 |
| #3 | Travis County Records Management/County and District Attorneys | Electronic Document Scanning | \$293,603.00 | \$14,482.00 | Expansion | Steven Broberg, Records Management (512) 854-9064 |
| #4 | Travis County Records Management/County and District Attorneys | VHS Tapes to Digital Conversion | \$77,759.00 | \$0.00 | Expansion | Steve Broberg, Records Management (512) 854-9064 |
| #5 | Travis County Juvenile Probation Department | Wireless Technology/Equipment | \$69,365.00 | \$0.00 | New | Barbara Swift, Deputy Chief, Court and Legal Services (512) 854-7013 |
| #6 | Travis County Adult Probation Department | Scantron Equipment, Arc View Mapping, SPSS (1), Complex Samples (3) | \$20,000.00 | \$1,950.00 | Enhancement | Donna Farris, APD Budget Director, 854-4611 |
| #7 | Travis County Office of Court Administration | 3 mobile videoconferencing systems, new videoconferencing equipment, maintenance, support, LCD displays, mobile carts and related mounting brackets. | \$35,456.00 | \$0.00 | Enhancement | Nolan Martin, OCA IT (512) 854-3120 |
| PROJECT TOTALS | | | \$877,234.00 | \$28,258.00 | | |

28

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: | Transportation and Natural Resources |
| Contact Person/Title: | Melinda Mallia, Environmental Project Manager |
| Phone Number: | 512-854-4460 |

| | | | |
|----------------------|---|-----------|----------------------|
| Grant Title: | Onion Creek Greenway - Urban Outdoor Recreation Grant | | |
| Grant Period: | From: | 8/21/2008 | To: 8/20/2011 |
| Grantor: | Texas Parks and Wildlife Department | | |

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

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------|---------|-----------|
| Personnel: | | | | | | 0 |
| Operating: | | 1,000,000 | | 1,000,000 | | 2,000,000 |
| Capital Equipment: | | | | | | 0 |
| Indirect Costs: | | | | | | 0 |
| Total: | 0 | 1,000,000 | 0 | 1,000,000 | 0 | 2,000,000 |
| FTEs: | | | | | | 0.00 |

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

| Performance Measures Applicable Depart. Measures | Projected FY 09 Measure | Progress To Date: | | | | Projected FY 10 Measure |
|--|---|-------------------|---------|-----------|---------|-------------------------------|
| | | 12/31/08 | 3/31/09 | 6/31/09 | 9/30/09 | |
| Acquire land for development of greenway along Onion Creek | 160 acres | | | 148 acres | | 160 acres |
| Measures For Grant | | | | | | |
| Develop park amenities | Planning & design complete | | | | | Construction underway |
| Outcome Impact Description | The project will allow the County to open the first segment of a greenway along Onion Creek for public use. | | | | | |

PBO Recommendation:

PBO concurs. *A*

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

Grant funds will be used for acquisition and development of the first phase of the Onion Creek Greenway in Precinct Four. Phase 1 will provide a segment of the greenway spine trail from CR973 to SH71. Park amenities to be developed include interior trails, kayak launch, fishing areas, picnic areas, children's playscape, group pavilion, historic interpretation and wildlife viewing areas.

The spine trail will begin at Timber Creek, adjacent to the park area planned for development in partnership with the U.S. Army Corps of Engineers, and follow Onion Creek on the Berdoll and Barkely tracts. TNR will pursue a Multiple-Use Agreement with TXDOT allowing for use of the SH130 right-of-way for the hike and bike trail and other recreational facilities.

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

The grant requires that projects funded through this program must be operated and maintained for public park and recreation purposes in perpetuity. The County has already made this commitment through voter and Commissioners Court approval of the park project.

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 a 50% match of \$1,000,000. Land costs for the purchase of the Reveile and Barkely tracts will be counted toward the match (\$319,297) using account 511-4911-809-8112. The remaining match (\$680,703) will be paid from the open space bonds, account 511-4945-809-8198.

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

This grant program does not provide for indirect costs. Funding can be applied only to professional services, land acquisition, and park construction costs.

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

The acquisition and development of the park will be completed upon termination of the grant program. Long-term operation of the park will be assumed by TNR Parks and appropriate resources have been allocated through the County budget process.

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

This is not a new program as the County has developed, maintained and operated a parks system countywide.

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

The grant will support the development of a greenway in the southeastern area of the County, as approved by voters and the Commissioners' Court. Performance measures are related to one of TNR's goals, to "provide increasing and diverse recreational opportunities using public resources." A key performance indicator will be the successful development of the Onion Creek Greenway to meet the desires of Travis County residents as expressed in the 2001 and 2005 bond elections for parks and open space projects.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

CC 5-26-09

May 15, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Urban Outdoor Recreation Grant
Onion Creek Greenway, Phase 1

Posting: Consider and take appropriate action on a grant application to the Texas Parks and Wildlife Department requesting funds to supplement voter-approved bond funds for acquisition and development of Onion Creek Greenway Phase 1, in southeastern Travis County.

Summary and Staff Recommendation: Grant funds are requested through the Texas Parks and Wildlife Department's Urban Outdoor Recreation Program for the acquisition and development of Onion Creek Greenway Phase 1. The project will establish the first segment of the Onion Creek Greenway, with a hike and bike trail from CR973 to SH71. Park amenities to be developed include interior trails, kayak launch, fishing areas, picnic areas, children's playscape, group pavilion, historic interpretation and wildlife viewing areas.

The spine trail will begin at Timber Creek, adjacent to the future park development planned in partnership with the U.S. Army Corps of Engineers, following Onion Creek to SH71 on the Reveile, Berdoll and Barkely tracts. TNR will negotiate a Multiple-Use Agreement with TXDOT allowing for use of the SH130 right-of-way for the hike and bike trail and other recreational facilities. Staff recommends approval.

Budgetary and Fiscal Impact: The grant will provide \$1 million to supplement bond funding approved by voters in 2001 and 2005 for Onion Creek open space. A 50% matching contribution of \$1 million is required. Land costs for the purchase of the Reveile and Barkely tracts will be counted toward the match (\$319,297) using account 511-4911-809-8112. The remaining match (\$680,703) will be paid from account 511-4945-809-8198.

Background: The Commissioners Court applied for funds through the Urban Outdoor Recreation Grant previously for Milton Reimers Ranch Park. The grant was awarded in August 2008 and the grant contract was approved by the Commissioners Court in March 2009.

Required Authorizations: Jessica Rio, Planning and Budget Office

Exhibits: Grant

MSM:JPG:msm

0804 Onion Creek Greenway Phase 1, Urban Outdoor Recreation Grant

cc: Christopher Gilmore, CA
Jessica Rio, PBO
Michelle Gable, Auditor's
Charles Bergh, TNR
Robert Armistead, TNR
Jon White, TNR
Tom Weber, TNR
Wendy Scaperotta, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR

URBAN OUTDOOR GRANT - LOCAL PARK GRANT PROGRAM

APPLICATION FORM PART I – GENERAL INFORMATION

I. SPONSOR - Authorized Official

- A. Name: Travis County
- B. Address: P.O. Box 1748, Austin, TX 78767
- C. Comptroller Identification Number: 17460001922
- D. Contact Name/Title: Samuel T. Biscoe, County Judge
- E. Email Address: Sam.Biscoe@co.travis.tx.us

SPONSOR – Administrative Official (day-to-day contact, must be sponsor staff)

- A. Name: Melinda Mallia
- B. Title: Environmental Project Manager
- C. Phone Number: 512 854-4460
- D. Email Address: Melinda.Mallia@co.travis.tx.us

II. PROJECT

- A. Name: Onion Creek Greenway, Phase 1
- B. Physical Address: 4300 SH 130 South, Del Valle, TX, 78617
- C. GPS Coordinates (if available): na

III. CITY & COUNTY: Del Valle, Travis County, Texas

IV. STATE LEGISLATIVE DISTRICTS

State Legislative District Numbers: (www.senate.state.tx.us. Go to Senators/Who Represents Me?). Key in the **project location address** (not the sponsor address) to look up your district numbers. Please print the webpage and include with your application.

Texas Senate:14

Texas House: 51

IV. FEDERAL CONGRESSIONAL DISTRICT: 25

VI. MATCHING FUNDS REQUESTED (50% OF PROJECT): \$ 1,000,000
(Not to exceed \$1,000,000)

* * * * *

To the best of my knowledge and belief, all documentation in this application is true and correct; the application has been duly authorized by the governing body of the sponsor; and the sponsor agrees to comply with all program rules and procedures if grant assistance is awarded.

Signature of Official Authorized in Resolution

May 26, 2009
Date

Samuel T. Biscoe, County Judge
Printed Name, Title

512 854-9555
Area Code/Telephone Number

URBAN OUTDOOR GRANT - LOCAL PARK GRANT PROGRAM

APPLICATION FORM – PART II – BUDGET INFORMATION

A. SPONSOR MATCHING SHARE

| | |
|---|--------------------|
| 1. Voter-Approved Capital Improvement Bonds | <u>\$1,000,000</u> |
| 2. Sponsor Appropriations (cash), 4-B, EDC, etc. | \$ _____ |
| 3. Sponsor In-House Labor, Equipment, Materials | \$ _____ |
| 4. Sponsor/Publicly Owned Non-Parkland (Include Assurance of Eligibility) | \$ _____ |
| 5. Private Donations of Land * | \$ _____ |
| 6. Private Donations of Cash * | \$ _____ |
| 7. Private Donations of Labor, Equipment, Materials * | \$ _____ |
| 8. Other Governmental/Educational Resources * (Specify in Section C) | \$ _____ |
| 9. Other Grants * (Specify in Section C) | \$ _____ |
| 10. Other Funds/Resources * (Specify in Section C) | \$ _____ |
| 11. TOTAL SPONSOR SHARE (Add Lines 1 through 10) | \$ _____ |

NOT TO EXCEED \$1,000,000

* = Include letter(s) of commitment

B. ESTIMATED TOTAL COST OF PROJECT \$2,000,000

Show additional resources and/or additional sponsor costs, if any, in excess of \$2,000,000 in Section C

C. EXPLANATIONS

Type or print explanations; include a separate sheet of paper if necessary

Additional sponsor costs include acquisition of the Berdoll Tract, for approximately \$400,000, and the costs of hiring a design/engineering firm to develop a Master Plan for the Onion Creek Greenway.

**URBAN OUTDOOR RECREATION GRANT PROGRAM
RESOLUTION**

A RESOLUTION OF THE TRAVIS COUNTY COMMISSIONERS' COURT, HEREINAFTER REFERRED TO AS "APPLICANT" DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE URBAN OUTDOOR RECREATION GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM", CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE, DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND CERTIFYING THAT THE APPLICATION HAS BEEN SUBMITTED TO THE APPROPRIATE REGIONAL COUNCIL OF GOVERNMENTS FOR THE TEXAS REVIEW AND COMMENT SYSTEM (TRACS) REVIEW.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that it is eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs its Environmental Project Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that Melinda Mallia is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby authorizes County Judge Samuel T. Biscoe to make application to the Department concerning the project to be known as Onion Creek Greenway, Phase 1, located in Precinct 4 of Travis County for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

SECTION 5: That the Applicant hereby certifies that a copy of the application has been submitted to the appropriate regional council of governments for Texas Review and Comments System consideration.

Introduced, read and passed by affirmative vote of the Travis County Commissioners' Court on this 26th day of May, 2009.

Signature of Authorized Official

Samuel T. Biscoe, County Judge

Typed Name and Title

LOCAL PARK GRANT PROGRAM

APPLICANT'S CERTIFICATION & PROGRAM ASSURANCES

As the duly authorized representative of the sponsor I certify that the sponsor:

1. Has complied with all pertinent local and state laws, and Local Parks Grants Program requirements regarding public hearings, including floodplain development, if appropriate.
2. Has submitted a copy of the proposed project documents to the appropriate regional council of governments for Texas Review & Comment System (TRACS) evaluation.
3. Has the required proportionate share of funds available and sufficient for the project as required by Section 13.309 of the Parks and Wildlife Code.
4. Will maintain and operate areas acquired or developed with program assistance at sponsor expense as required by Section 13.309 of the Parks & Wildlife Code.
5. Will permanently dedicate for public park and recreation use all project area(s) which receive program assistance, as required by Chapter 640.1.2 of the *Local Park Grant Program Manual*.
6. Has the legal authority to apply for program assistance, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
7. Will give the State of Texas, hereafter referred to as "State," through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Texas Parks & Wildlife Department, and will record any federal interest in the title of real property in accordance with U. S. Department of Interior directives.
9. Will dedicate and permanently maintain any property designated as a natural area, wetland, or open space to meet program guidelines.
10. Will comply with all provisions of the "Summary of Guidelines for Administration of Local Park Grant Acquisition & Development Projects."
11. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
12. Will obtain all required state and/or federal permits related to project development.
13. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.
14. Will furnish quarterly progress reports and such other information as may be required by the Department.
15. Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.
16. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

APPLICANT'S CERTIFICATION & PROGRAM ASSURANCES - continued

17. Will comply with all State and Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for program assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.
18. Will comply with the flood insurance purchase requirements of Section 4012(a) of the Flood Disaster Protection Act of 1973 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in an amount at least equal to its development or project cost.
19. Will comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S. C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
20. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
21. Will assist the Department in assuring compliance with the Texas Antiquities Code.
22. Will cause to be performed the required financial and compliance audits in accordance with the state or federal Single Audit requirements.
23. Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

Onion Creek Greenway, Phase 1

Sponsor/ Project Name

Signature of Official Authorized in Resolution

Samuel T. Biscoe, County Judge

Print Name and Title of Official

May 26, 2009

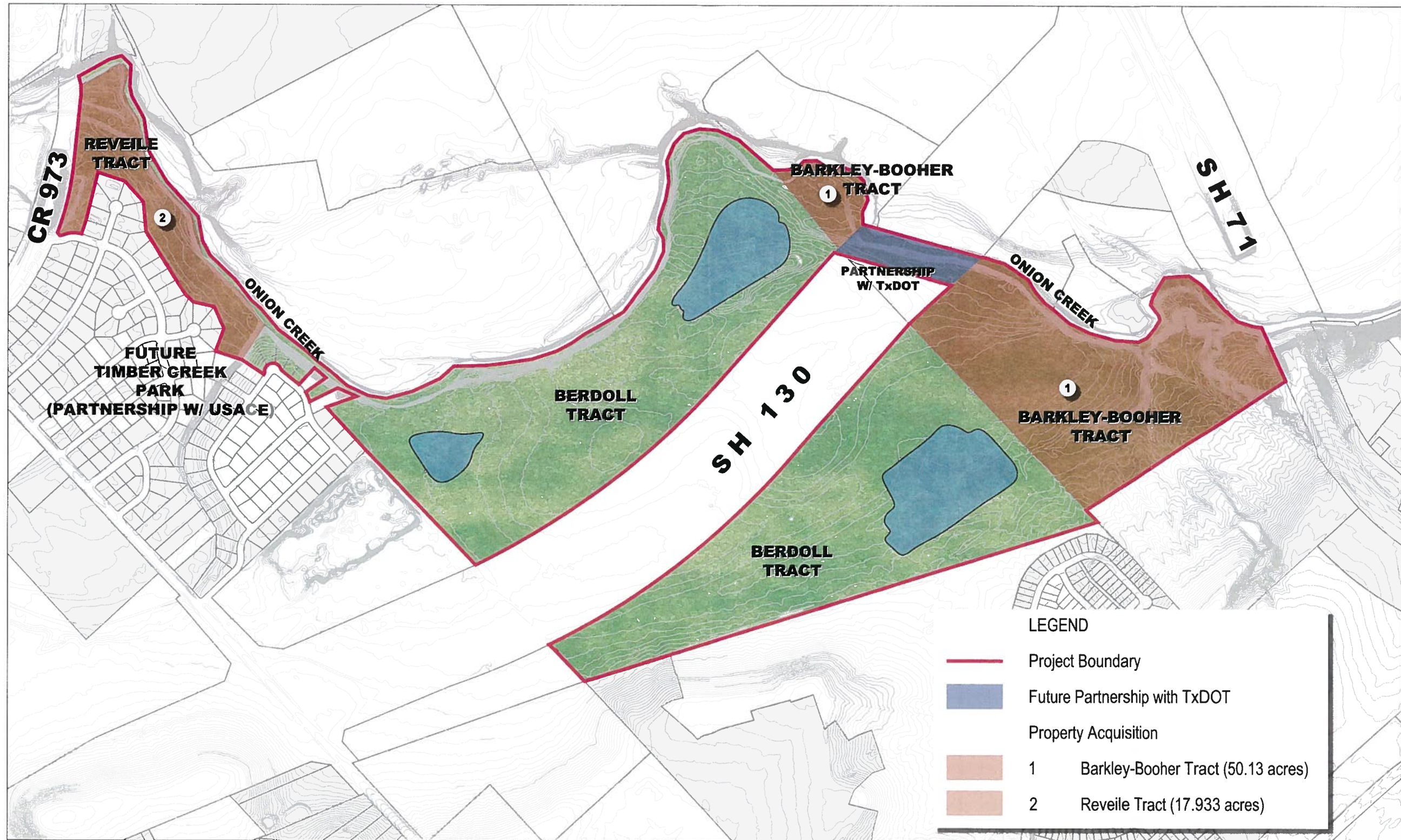
Date

Urban Outdoor Recreation Grant - Budget Summary

Onion Creek Greenway, Phase 1 Travis County, Texas

| | | | |
|-------------|---|--------------------|--------------------|
| I. | Professional Services | | \$180,000 |
| | A. Professional Design & Engineering Service Fees (not to exceed 12% of construction budget) | 180,000 | |
| II. | Land Acquisition | | \$319,297 |
| | A. 50.13-acre purchase with Waiver of Retroactivity | 249,397 | |
| | B. 17.93-acre purchase with Waiver of Retroactivity | 69,900 | |
| | <i>Acquisition subtotal</i> | \$319,297 | |
| III. | Construction | | \$1,500,703 |
| | A. Recreational Facilities | | |
| | 1. Linking Spine Trail, 2.2 miles, 10 ft.w, concrete) | 641,740 | |
| | 2. Interior Park Trail, 1 mile, 8 ft. wide, decomposed granite | 257,048 | |
| | 3. Interior Nature Trail 1/2 mile loop, 6 ft. wide, stabilized earth | 46,424 | |
| | 4. Kayak Boat Launch, Conlock slope stabilization, 50' l x 25' w | 15,000 | |
| | 5. Fishing Access | 20,000 | |
| | 6. Picnic Tables (10) (concrete pads, 10'x12') | 13,500 | |
| | 7. Children's Playscapes (2) age appropriate | 96,703 | |
| | 8. Group Pavilion | 88,000 | |
| | 9. Barkley Meadows (Open Play) | 38,643 | |
| | B. Roads and Parking | | |
| | 1. Interior Park Drive and Parking Area, 60 spaces | 225,700 | |
| | C. Miscellaneous | | |
| | 1. Restoration Area, (native species) | 15,445 | |
| | 2. Historic Interpretive Areas | 10,000 | |
| | 3. Bird Watching Area | 10,000 | |
| | 4. Aquatic Viewing Area | 10,000 | |
| | 5. Dragonfly Viewing Area | 10,000 | |
| | 6. Program Acknowledgement Signs | 2,500 | |
| | <i>Construction subtotal</i> | \$1,500,703 | |

| | |
|------------------------------|--------------------|
| Total Project Cost: | \$2,000,000 |
| TPWD Funds Requested: | \$1,000,000 |

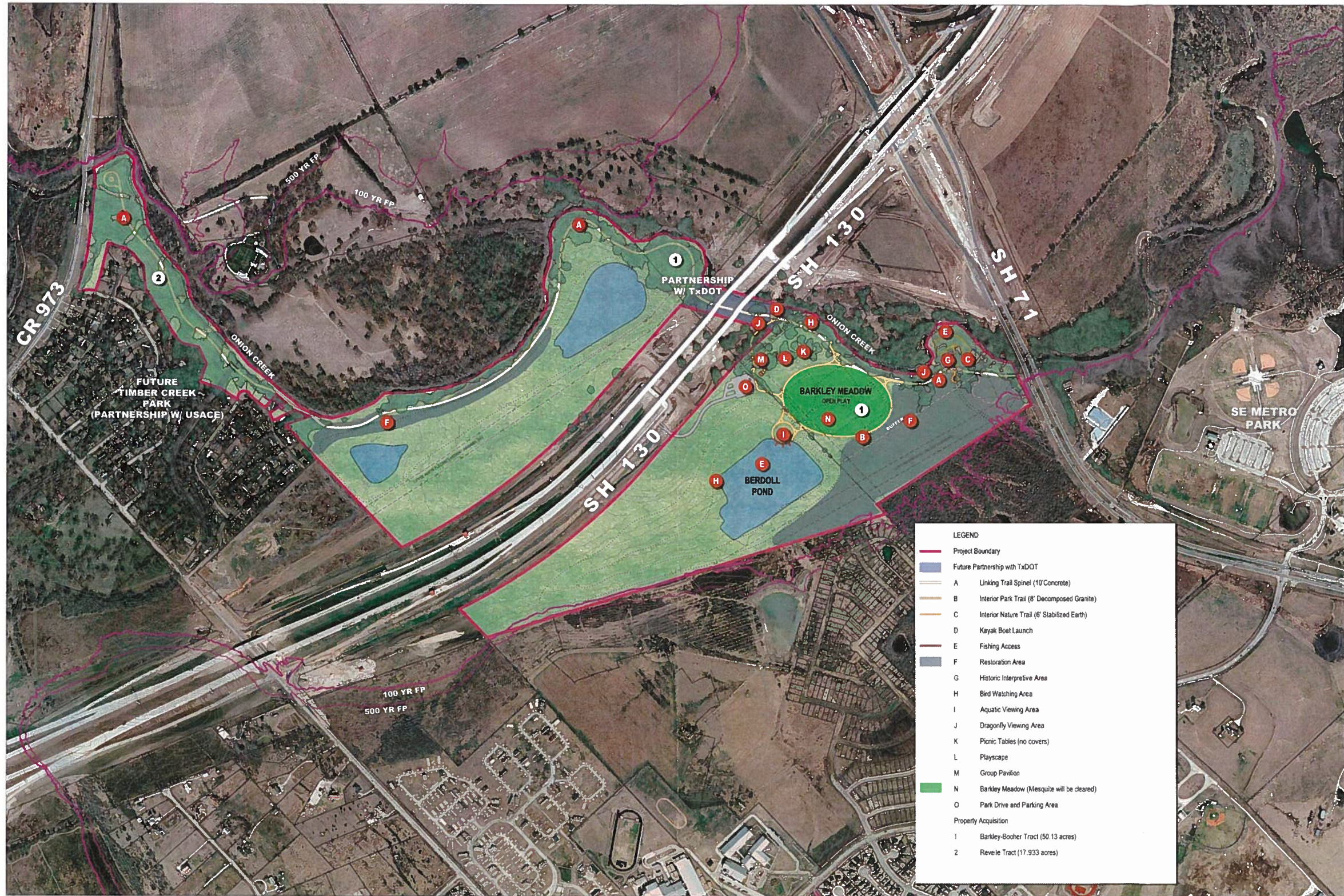


ONION CREEK GREENWAY
PROPERTY ACQUISITION MAP - TPWD URBAN OUTDOOR RECREATION GRANT

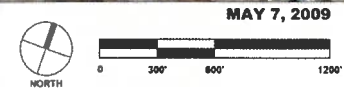


MAY 7, 2009

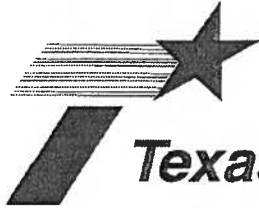
TS



ONION CREEK GREENWAY
PHASE I CONCEPT PLAN - TPWD URBAN OUTDOOR RECREATION GRANT



45



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512)832-7000

May 13, 2009

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

RE: State Highway (SH) 130 Multiple Use Agreement
Onion Creek Greenway

Dear Mr. Gieselman:

The Austin District of the Texas Department of Transportation (TxDOT) acknowledges that Travis County wishes to develop a section of hike and bike trail and other recreational facilities within the right-of-way of SH 130 at Onion Creek in southeast Travis County. We understand that Travis County will apply to the Texas Parks and Wildlife Department for grant funds to assist in the construction these facilities. Subject to the execution of a Multiple Use Agreement between TxDOT and Travis County, we offer no objection the county's proposed use of the SH 130 right-of-way for the hike and bike trail and recreational facilities and its application for State park grant funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne L. Rehnberg", written in a cursive style.

Wayne L. Rehnberg, P.E.
Assistant Director of Maintenance
Austin District

c

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 |
| Phone Number: | 854-4924 |

| | | | | |
|----------------------|--|-----------|-----|-----------|
| Grant Title: | COPS FY 2009 Technology Program - Firing Range Phase IIa | | | |
| Grant Period: | From: | 10/1/2009 | To: | 9/30/2012 |
| Grantor: | US Department of Justice - COPS Office | | | |

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

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------|---------|---------|
| Personnel: | 0 | | | | | 0 |
| Operating: | 0 | | | | | 0 |
| Capital Equipment: | 300,000 | | | | | 300,000 |
| Indirect Costs: | | | | | | 0 |
| Total: | 300,000 | 0 | 0 | 0 | 0 | 300,000 |
| FTEs: | 0.00 | | | | | 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: X | 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 | Annual Qualification | Yes | | | | Yes |
| Measures For Grant | | | | | | |
| Annual Qualifications | Yes | | | | | Yes |
| Outcome Impact Description | Increase Training Capacity | 1x | | | | 2x |
| Outcome Impact Description | | | | | | |

PBO Recommendation:

PBO concurs with applying for this grant for Phase IIA of the Travis County Sheriff's Office Firing Range Project (Project). Phase I of the Project was completed with County resources of \$688,000. Phase II of the Project was approved in 2008 in the amount of \$350,738 from a Community Oriented Policing (COPS) Technology Program Grant. There is no financial obligation required of the County related to 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 grant is to supply funding for the completion of Phase II of the firing range which will expand it from one 7 point firing situation to a total of 14 points, thus doubling our capacity. this will allow for two courses of fire and instruction at the same time.

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

Not Applicable

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 Required

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

Not allowable for capital only.

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

The program will continue after the grant funding expires. This funding is for capital improvements. Since all county law enforcement agencies are required to be range qualified on an annual basis, current expenditures for range upkeep and ammunition will continue. TCSO's annual budget will be reviewed to determine if any additional funds are necessary to maintain safe operation of the range.

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

This is not a new program as annual firearms qualifications are required by the State of Texas for all sworn peace officers.

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 increased capacity in the firing range design will allow for additional training courses, varied training, and reaching the goal of being a regional range.



JAMES 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

May 7, 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, Planning Manager

SUBJECT: 2009 COPS Technology Program Grant Application – TCSO Firing Range

Attached you will find a grant application for the **Department of Justice Community Oriented Policing 2008 Technology Program**. This grant is to provide additional funding for the expansion and transition of the current TCSO firing range and is intended to increase our capacity.

Travis County Sheriff's Office in conjunction with our local congressional representatives had asked for a federal earmark for assistance in the construction of a regional firing range that could support all Travis County employees who are statutorily required to qualify and receive firearms training. We also included several of the smaller local law enforcement agencies as it is much less of an impact on our local environment to have one central range than several smaller ones in operation.

Recently, received formal notification that Congress did earmark \$300,000 in funding requested to assist in the implementation of Phase IIa of this multi-year project. These funds are routed through the COPS Technology Office and follow the basic generic grant format in the GMS system required for all grants from the Department of Justice. This transfer was part of the newly enacted Consolidated Appropriations Act of 2009. However, we are required to complete the formal application for the funds, but they are marked for this specific project.

It is our intent to use these funds over the term of the grant to expand the firing range in accordance with the multi-year plan that was presented to Commissioners in 2005.

We would ask for your consideration of this grant application to United States Department of Justice – COPS Office.

Thus, the internet based application process will be for a total **Travis County application for \$300,000.00. There is no required county match to these funds.**

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

47



Grant Application Package

| | |
|-------------------------|--|
| Opportunity Title: | COPS Technology Program |
| Offering Agency: | Community Oriented Policing Services |
| CFDA Number: | |
| CFDA Description: | |
| Opportunity Number: | COPS-OTHERTECH-2009-1 |
| Competition ID: | |
| Opportunity Open Date: | 04/27/2009 |
| Opportunity Close Date: | 06/03/2009 |
| Agency Contact: | John Oliphant Program Manager E-mail: john.Oliphant@usdoj.gov Phone: 202-307-3411 |

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name:

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)

COPS Budget

COPS Application Attachment

Optional Documents

Other Attachments Form

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Instructions

- 1** Enter a name for the application in the Application Filing Name field.

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

48

| Application for Federal Assistance SF-424 | | Version 02 |
|--|---|---|
| <p>* 1. Type of Submission:</p> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | <p>* 2. Type of Application:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | <p>* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/></p> |
| <p>* 3. Date Received: <input type="text"/> Completed by Grants.gov upon submission.</p> | | <p>4. Applicant Identifier: <input type="text"/></p> |
| <p>5a. Federal Entity Identifier: <input type="text"/></p> | | <p>* 5b. Federal Award Identifier: <input type="text"/></p> |
| State Use Only: | | |
| <p>6. Date Received by State: <input type="text"/></p> | | <p>7. State Application Identifier: <input type="text"/></p> |
| 8. APPLICANT INFORMATION: | | |
| <p>* a. Legal Name: <input type="text"/> Travis County</p> | | |
| <p>* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/> 74-6000192</p> | | <p>* c. Organizational DUNS: <input type="text"/> 030908842</p> |
| d. Address: | | |
| <p>* Street1: <input type="text"/> PO Box 1748</p> <p>Street2: <input type="text"/></p> <p>* City: <input type="text"/> Austin</p> <p>County: <input type="text"/> Travis</p> <p>* State: <input type="text"/> TX: Texas</p> <p>Province: <input type="text"/></p> <p>* Country: <input type="text"/> USA: UNITED STATES</p> <p>* Zip / Postal Code: <input type="text"/> 78767-1748</p> | | |
| e. Organizational Unit: | | |
| <p>Department Name: <input type="text"/> Travis County Sheriff's Office</p> | | <p>Division Name: <input type="text"/> Research and Planning</p> |
| f. Name and contact information of person to be contacted on matters involving this application: | | |
| <p>Prefix: <input type="text"/> Mr. * First Name: <input type="text"/> Michael</p> <p>Middle Name: <input type="text"/> Gene</p> <p>* Last Name: <input type="text"/> Hemby</p> <p>Suffix: <input type="text"/></p> <p>Title: <input type="text"/> Planning Manager</p> <p>Organizational Affiliation: <input type="text"/> Travis County Sheriffs Office</p> <p>* Telephone Number: <input type="text"/> 512-854-4924 Fax Number: <input type="text"/> 512-854-3289</p> <p>* Email: <input type="text"/> michael.hemby@co.travis.tx.us</p> | | |

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

COPS-OTHERECH-2009-1

* Title:

COPS Technology Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Travis County, Texas

*** 15. Descriptive Title of Applicant's Project:**

Regional Firing Range Technology Expansion and Enhancement - Phase IIa

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

| | | |
|---|---|--|
| Application for Federal Assistance SF-424 | | Version 02 |
| 16. Congressional Districts Of: | | |
| * a. Applicant | <input type="text" value="TX-21"/> | * b. Program/Project <input type="text" value="TX-21"/> |
| Attach an additional list of Program/Project Congressional Districts if needed. | | |
| <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> | | |
| 17. Proposed Project: | | |
| * a. Start Date: | <input type="text" value="10/01/2009"/> | * b. End Date: <input type="text" value="09/30/2011"/> |
| 18. Estimated Funding (\$): | | |
| * a. Federal | <input type="text" value="300,000.00"/> | |
| * b. Applicant | <input type="text"/> | |
| * c. State | <input type="text"/> | |
| * d. Local | <input type="text"/> | |
| * e. Other | <input type="text"/> | |
| * f. Program Income | <input type="text"/> | |
| * g. TOTAL | <input type="text" value="300,000.00"/> | |
| * 19. Is Application Subject to Review By State Under Executive Order 12372 Process? | | |
| <input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> . | | |
| <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. | | |
| <input type="checkbox"/> c. Program is not covered by E.O. 12372. | | |
| * 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.) | | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text" value="Explanation"/> | | |
| 21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) | | |
| <input checked="" type="checkbox"/> ** I AGREE | | |
| <small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small> | | |
| Authorized Representative: | | |
| Prefix: | <input type="text" value="Mr."/> | * First Name: <input type="text" value="Samuel"/> |
| Middle Name: | <input type="text" value="T"/> | |
| * Last Name: | <input type="text" value="Biscoe"/> | |
| Suffix: | <input type="text"/> | |
| * Title: | <input type="text" value="County Judge"/> | |
| * Telephone Number: | <input type="text" value="512-854-9555"/> | Fax Number: <input type="text" value="512-854-9535"/> |
| * Email: | <input type="text" value="samuel.biscoe@co.travis.tx.us"/> | |
| * Signature of Authorized Representative: | <input type="text" value="Completed by Grants.gov upon submission."/> | * Date Signed: <input type="text" value="Completed by Grants.gov upon submission."/> |

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

BUDGET DETAIL WORKSHEETS

OMB Control Number: 1103-0097

Expiration Date: 5/31/2011

Applicant Legal Name:

ORI #:

Travis County

tx22700

COPS FUNDING REQUEST

Federal assistance is being requested under the following COPS Office funding category:

Please select the funding category that was selected on the COPS Application Attachment to SF-424.

- Tribal Resources Grant Program
- Targeted-Technology Program
- Targeted-Methamphetamine Initiative
- Universal Hiring Program
- Community Policing Development Programs
- Child Sexual Predator Program
- Secure Our Schools

A. Sworn Officer Positions

No Sworn Officer Positions Requested

Instructions: For COPS programs which fund sworn officer positions, you may apply for entry-level salaries and benefits of newly hired, additional law enforcement officers. Please refer to the Application Guide for information on the length of the grant term for the specific program which you are applying.

This worksheet will assist your agency in properly organizing your **maximum estimated** salary and benefit costs and providing the necessary financial details for review by the COPS Office. Please list the entry-level base salary and fringe benefits **rounded to the nearest whole dollar** for one sworn officer position within your agency. COPS hiring funds may also be used to pay for entry-level salaries and benefits of newly-hired, additional officers who will backfill the positions of locally-funded veteran officers that will be deployed into community policing specialty areas (i.e., School Resource Officers). **Do not include employee contributions.**

Complete part 1 if you are requesting funds for full-time officer positions.

Officer Positions Requested:

Full-time:

Enter the number of new, entry-level full-time and/or part-time officer positions that are being requested. Do not include any officers already funded (or for which funding has been requested) under any other COPS grants or any positions otherwise funded with state, local, tribal, or BIA funds. Your request should be consistent with your agency's law enforcement needs. Do not request more positions than your agency can support and retain.

Applicant Legal Name:

Travis County

ORI #:

tx22700

A. Sworn Officer Positions

Part 1: Full time sworn officer information

Total Entry-Level Base Salary for One Position \$ x **Years = \$**
(Base Salary Subtotal)

B. Fringe Benefit Cost % of Base Additional Information

Social Security **If Exempt Check Here:** **Fixed Rate:**
Can't Exceed 6.2% of total base salary. If less than 6.2%, exempt or fixed rate, provide an explanation in the "Sworn Officer Position Budget Summary".

Medicare **If Exempt Check Here:** **Fixed Rate:**
Can't Exceed 1.45% of total base salary. If less than 1.45%, exempt, or fixed rate, provide an explanation in the "Sworn Officer Position Budget Summary".

Health Insurance **Family Coverage?** **Yes** **No** **Fixed Rate:**
Can't Exceed 30% of total base salary for individual plans, or 45% for family plans. If it exceeds these rates or is a fixed rate, provide an explanation in "Sworn Officer Position Budget Summary".

Life Insurance

Vacation **Number of Hours Annually:**

Sick Leave **Number of Hours Annually:**

Retirement **Fixed Rate:**

Can't Exceed 20% of the total base salary (unless a fixed rate). If a fixed rate, provide an explanation in the "Sworn Officer Position Budget Summary".

Worker's Comp **If Exempt Check Here:** **Fixed Rate:**
Can't Exceed 10% of the total base salary. If exempt or if it exceeds this rate, provide an explanation in the "Sworn Officer Position Budget Summary".

Unemployment Ins. **If Exempt Check Here:** **Fixed Rate:**
Can't Exceed 5% of the total base salary. If exempt or if it exceeds this rate, provide an explanation in the "Sworn Officer Position Budget Summary".

Other **Describe:**

Other **Describe:**

Other **Describe:**

Total Salary (Part A) + **Total Fringe Benefits (Part B)** x **# of Positions** = **Sworn Officer Total**
 \$ + x =
 Transfer to Budget Summary Line 1

Applicant Legal Name:

Travis County

ORI #:

tx22700

Part 2: Sworn Officer Position Budget Summary (all applicants requesting officer position(s) must complete this section.)

After completing Part 1 of this form, answer the following questions. If necessary, attach an explanation of how you computed salaries and benefits for this worksheet. Be sure to answer EVERY question. Missing or erroneous information could significantly delay the review of your agency's request.

1. If your agency's second and third-year costs for salaries and/or fringe benefits are greater than the first year, check the reason(s) why in the space below. You must check at least one.

- 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, 2) Medicare, 3) Health Insurance, 4) Retirement, 5) Workers Compensation, and 6) Unemployment Insurance.

1) Social Security:

2) Medicare:

3) Health Insurance:

4) Retirement:

5) Worker's Compensation:

6) Unemployment Insurance:

Applicant Legal Name:

Travis County

ORI #:

tx22700

B. Civilian/Other Personnel

No Civilian Personnel Positions Requested

Instructions: Each position must be listed and computed separately. On this page you can enter one civilian position and then by adding another Civilian/Other Personnel page, can enter 19 more unique positions for a total of 20. Complete each position in accordance with the instructions.

Part 1: Total Base Salary and Fringe Benefits for Civilian/Other Personnel

Civilian/Other Personnel Page 1 of 1

Position Title:

Base Salary Computation: ((x) = x) (Base Salary Subtotal)
 ((Annual Base Salary X Percent of Time Devoted to the Project) X Number of Months Devoted to the Project)

Fringe Benefit Cost % of Base Salary Subtotal Additional Information

Social Security If Exempt Check Here: Fixed Rate:
Can't Exceed 6.2% of total base salary. If less than 6.2%, exempt or fixed rate, provide an explanation in the "civilian/non-sworn personnel budget summary".

Medicare If Exempt Check Here: Fixed Rate:
Can't Exceed 1.45% of total base salary. If less than 1.45%, exempt, or fixed rate, provide an explanation in the "civilian/non-sworn personnel budget summary".

Health Insurance Family Coverage? Yes No Fixed Rate:
Can't Exceed 30% of total base salary for individual plans, or 45% for family plans. If it exceeds these rates or is a fixed rate, provide an explanation in the "civilian/non-sworn personnel budget summary".

Life Insurance

Vacation Number of Hours Annually:

Sick Leave Number of Hours Annually:

Retirement Fixed Rate:

Can't Exceed 20% of the total base salary (unless a fixed rate). If a fixed rate, provide an explanation in the "civilian/non-sworn personnel budget summary".

Worker's Comp If Exempt Check Here: Fixed Rate:
Can't Exceed 10% of the total base salary. If exempt or if it exceeds this rate, provide an explanation in the "civilian/non-sworn personnel budget summary".

Unemployment Ins. If Exempt Check Here: Fixed Rate:
Can't Exceed 5% of the total base salary. If exempt or if it exceeds this rate, provide an explanation in the "civilian/non-sworn personnel budget summary".

Other Describe:

Other Describe:

Total Fringe Benefits:

Subtotal Position Salary and Benefits:

CIVILIAN/OTHER PERSONNEL TOTAL: **Total Civilian/Other Personnel Cost**
 (Add together all Subtotals per position) (Transfer to Budget Summary Line 2)

Please include a detailed position description for all positions listed in the Budget Narrative

Applicant Legal Name:

Travis County

ORI #:

tx22700

Part 2: Civilian/Non-Sworn Personnel Budget Summary (all applicants requesting civilian/non-sworn position(s) must complete this section.)

After completing Part 1 of this form, answer the following questions. If necessary, attach an explanation of how you computed salaries and benefits for this worksheet. Be sure to answer EVERY question. Missing or erroneous information could significantly delay the review of your agency's request.

1. If your agency's second and third-year costs for salaries and/or fringe benefits are greater than the first year, check the reason(s) why in the space below. You must check at least one.

- 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, 2) Medicare, 3) Health Insurance, 4) Retirement, 5) Workers Compensation, and 6) Unemployment Insurance.

1) Social Security:

2) Medicare:

3) Health Insurance:

4) Retirement:

5) Worker's Compensation:

6) Unemployment Insurance:

Applicant Legal Name:

Travis County

ORI #:

tx22700

C. EQUIPMENT/TECHNOLOGY

No Equipment/Technology Requested

Instructions: List non-expendable items that are to be purchased. Non-expendable equipment is tangible property (e.g., technology) having a useful life of more than two years. Expendable items should be included either in the "SUPPLIES" or "OTHER" categories. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially for high-price items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "CONTRACTS/ CONSULTANTS" category. If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

Pursuant to the Continuing Appropriations Resolution, 2008, (P.L.110-161), be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

For agencies purchasing items related to enhanced communications systems, the COPS Office expects and encourages that, wherever feasible, such voice or data communications equipment should be incorporated into an intra- or interjurisdictional strategy for communications interoperability among federal, state, and local law enforcement agencies.

See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying.

| Unit/Item Description | Computation | | Per Item Subtotal |
|---|------------------|--------------|-------------------|
| | # of Items/Units | X Unit Cost) | |
| Monolithic Walls - Installed. Includes project management, supervision, required bond and overhead. | 1 | 297,000.00 | 297,000.00 |
| Fencing | 1 | 3,000.00 | 3,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EQUIPMENT TOTAL: 300,000.00

Transfer to Budget
Summary Line 3

Please include a detailed description for all items listed in the Budget Narrative

Applicant Legal Name:

Travis County

ORI #:

tx22700

D. OTHER COSTS

No Other Costs Requested

Instructions: List other requested items that will support the project goals and objectives as outlined in your application. Other costs may include items such as overtime and background investigations for law enforcement officer positions and/or civilian positions if allowable under the program for which you are applying. If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

Pursuant to the Continuing Appropriations Resolution, 2008, (P.L.110-161), be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying.

| Unit/Item Description | Computation | | Unit Cost) | Per Item Subtotal) |
|-----------------------|-------------------|---|------------|--------------------|
| | (# of Items/Units | X | | |

OTHER COST TOTAL:

Transfer to Budget
Summary Line 4

Please include a detailed description for all items listed in the Budget Narrative

Applicant Legal Name:

Travis County

ORI #:

tx22700

E. SUPPLIES

No Supplies Requested

Instructions: List items by type (office supplies; postage; training materials; copying paper; books; hand-held tape recorders; etc). Generally, supplies include any materials that are expendable or consumed during the course of the project. If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying.

| Unit/Item Description | Computation | | Per Item Subtotal |
|------------------------|-------------------|--------------|-------------------|
| | (# of Items/Units | X Unit Cost) | |
| SUPPLIES TOTAL: | | | |

Transfer to Budget
Summary Line 5

Please include a detailed description for all items listed in the Budget Narrative

60

Applicant Legal Name:

Travis County

ORI #:

tx22700

F. TRAVEL/TRAINING

No Travel/Training Costs Requested

Instructions: Itemize travel expenses of project personnel by purpose (e.g., mandatory training, staff to training, field interviews, advisory group meetings). Show the basis of computation (e.g., 6 staff members times the unit cost per person for lodging for 3 days). Training projects, training fees, travel, lodging and per diem rates for trainees should be listed as separate travel items. Show the number of staff attending any event and the unit costs per person involved. Identify the location of travel, when possible. Note: Any local training costs (within a 50-mile radius) should be listed under Section D ("Other Costs"). If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying.

| Reason for Travel/ Training & Location of Travel/Training | Travel/ Training Item | Computation | | | Per Item Subtotal |
|---|--------------------------|-------------|---|-----------|--------------------------------------|
| | | (# of Staff | X | Unit Cost | |
| TRAVEL/TRAINING TOTAL: | | | | | |
| | | | | | Transfer to Budget Summary Line 6 |

Please include a detailed description for all items listed in the Budget Narrative

Applicant Legal Name:

Travis County

ORI #:

tx22700

G. CONTRACTS/CONSULTANTS

No Contracts/Consultants Costs Requested

Instructions: See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying. If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. If awarded, requests for sole source procurements of equipment, technology or services in excess of \$100,000 must be submitted to the COPS Office for prior approval.

| Contract Description | Per Contract Subtotal |
|----------------------------|-----------------------|
| | |
| | |
| | |
| | |
| Contracts Subtotal: | |
| | (G1) |

Consultant Fees: For each consultant enter the name (if known), service to be provided, hourly or daily fee (based upon an 8-hour day), and estimated length of time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$550 per day require additional written justification in the Budget Narrative and must be pre-approved in writing by the COPS Office.

| Consultant Name/Title | Service Provided | Computation | | Per Consultant Fee Subtotal |
|----------------------------------|------------------|-------------|----------------------|-----------------------------|
| | | (Cost | X # Days or # Hours) | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Consultant Fees Subtotal: | | | | (G2) |

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants separate from their consultant fees (e.g., travel, meals, lodging).

| Consultant Name/Title | Service Provided | Computation | | Per Consultant Fee Subtotal |
|-----------------------------|------------------|-------------|--------------|-----------------------------|
| | | (Cost | X # of Days) | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Consultant Subtotal: | | | | (G3) |

CONTRACTS/CONSULTANTS TOTAL:

Contracts (G1) + Consultant Fees (G2) + Consultant Expenses (G3)

Please include a detailed description for all contracts listed in the Budget Narrative. Transfer to Budget Summary Line 7

62

Applicant Legal Name:

Travis County

ORI #:

tx22700

H. INDIRECT COSTS

No Indirect Costs Requested

Instructions: Indirect costs are allowed under a **very limited** number of specialized COPS Training and Technical Assistance programs. Please see the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying. If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

If indirect costs are requested, a copy of the agency's fully-executed, negotiated Federal Rate Approval Agreement must be attached to this application.

Indirect Cost Description

Computation

Per Indirect Cost Subtotal

INDIRECT COSTS TOTAL:

Transfer to Budget
Summary Line 8

Applicant Legal Name:

Travis County

ORI #:

tx22700

BUDGET SUMMARY

Instructions: When you have completed the Budget Detail Worksheets, please transfer the category totals to the spaces below. Please compute the Total Project Amount, Total Federal Share Amount, and Total Local Share (if applicable). Please see the Application Guide for information on the maximum federal share and local matching requirements for the grant for which you are applying.

| Budget Category | Category Total | Line # |
|---|----------------|--------|
| A. Sworn Officer Positions | | 1 |
| B. Civilian/Other Personnel | | 2 |
| C. Equipment/Technology | 300,000.00 | 3 |
| D. Other Costs | | 4 |
| E. Supplies | | 5 |
| F. Travel/Training | | 6 |
| G. Contracts/Consultants | | 7 |
| H. Indirect Costs | | 8 |
| Total Project Amount: | 300,000.00 | |
| Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable) | 300,000.00 | |
| Total Local Share Amount (If applicable): (Total Project Amount - Total Federal Share Amount) | 0.00 | |

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

Authorized Official's Typed Name:

Prefix: Mr.

First Name: Michael

Middle Name: Gene

Last Name: Hemby

Suffix:

Title: Planning Manager

Phone: 512-854-4924 Fax: 512-854-3289

E-mail Address: michael.hemby@co.travis.tx.us

PAPERWORK REDUCTION ACT NOTICE

The public reporting burden for this collection of information is estimated to be up to 2 hours per response, depending upon the COPS program being applied for, including the time for reviewing instructions, searching existing data sources, gathering the budget data needed, and completing the worksheets. 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 1103-0097 and the expiration date is 5/31/2011.

64

COPS Application Attachment to SF-424

General Instructions:

The COPS Application Attachment to SF-424 is used in conjunction with all COPS program applications. Please ensure that you have completed all of the required sections. If a section is not applicable, please check the not applicable checkbox.

Section 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

Select the COPS Office grant program for which you are requesting federal assistance. Please DO NOT use this form to apply for multiple grants at one time. A separate application must be completed for each COPS program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.

CHECK ONE PROGRAM OPTION ONLY

- | | |
|--|---|
| <input type="checkbox"/> Targeted-Tribal Resources Grant Program | <input checked="" type="checkbox"/> Targeted-Technology Program |
| <input type="checkbox"/> Targeted-Methamphetamine Initiative | <input type="checkbox"/> Universal Hiring Program |
| <input type="checkbox"/> Community Policing Development | <input type="checkbox"/> Child Sexual Predator Program |
| <input type="checkbox"/> Secure our Schools | |

Section 2: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Applicant ORI Number:

The ORI number is assigned by the FBI and is your agency's unique 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. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant.

Check here if your agency has not been assigned an ORI #.

es

B. Law Enforcement Executive/Program Official Information:

For Law Enforcement Agencies: Enter the law enforcement executive's name and contact information. This is the highest-ranking official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). **For Non-Law Enforcement Agencies:** Enter the program official's name and contact information. If the grant is awarded, this position would be responsible for the programmatic implementation of the award. If your agency is a "start-up" this section can remain blank.

| | |
|--------------------------------|--------------------------------|
| Title: | Sheriff |
| Prefix: | |
| First Name: | Greg |
| Middle Name: | M |
| Last Name: | Hamilton |
| Suffix: | |
| Agency Name: | Travis County Sheriff's Office |
| Street 1: | PO Box 1748 |
| Street 2: | |
| City: | Austin |
| County: | Travis |
| State: | TX: Texas |
| Province: | |
| Zip / Postal Code: | 78767-1748 |
| Country: | USA: UNITED STATES |
| Telephone: | 512-854-9770 |
| Fax: | 512-854-3289 |
| E-mail: | greg.hamilton@co.travis.tx.us |
| Type of Agency: | Sheriff |
| New Startup* (please specify): | |
| Other* (please specify): | |

Agency types that have an asterisk next to them and that are applying for COPS hiring grants must provide additional information. Please refer to the COPS Application Guide: Agency Supplemental Information section for the questions that you will need to address. Please attach this information below:

| | | | |
|----------------------|---|--|--|
| <input type="text"/> | <input type="button" value="Add Attachment"/> | <input type="button" value="Delete Attachment"/> | <input type="button" value="View Attachment"/> |
|----------------------|---|--|--|

66

C. Government Executive/Financial Official Information:

For Government Agencies: Enter the government executive's name and contact information. This is the highest-ranking official within your jurisdiction (Mayor, City Administrator, Tribal Chairman, or equivalent). **For Non-Government Agencies:** Enter the financial official's name and contact information. If the grant is awarded, this position would be responsible for the financial management of the award. Please note that information for non-executive positions (e.g. clerk, trustees, etc., are not acceptable).

Title: Judge
Prefix:
First Name: Samuel
Middle Name: T
Last Name: Biscoe
Suffix:

Name of Government Entity/Financial Entity:
Travis County

Street 1: PO box 1748
Street 2:
City: Austin
County: Travis
State: TX: Texas
Province:
Zip / Postal Code: 78767-1748
Country: USA: UNITED STATES
Telephone: 512-854-9555
Fax: 512-854-9535
E-mail: samuel.biscoe@co.travis.tx.us

Type of Government Entity:
County

Section 3: GENERAL AGENCY INFORMATION

A. General Applicant Information

1. Cognizant Federal Agency:

Enter the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget.

2. Fiscal Year: to (mo/da/yr)

3. Population served as of the 2000 US Census:

4. If the population served is not represented by the U.S. census figures, please indicate the size of the population served:

B. Law Enforcement Agency Information

1. Is your agency contracting for law enforcement services? Contractual arrangements for law enforcement services are not fundable under the Universal Hiring Program.

Yes No

If "yes," the Legal Name and address information listed on the SF-424 under section 8 (Applicant Information) should be for the jurisdiction that will be contracting to receive law enforcement services, and NOT the law enforcement agency that will actually provide those services. Also, be sure to enter the name and agency information of the contract law enforcement department under section 2, part B (law enforcement executive information) of this document. In all contracting arrangements, the jurisdiction that is applying for assistance is ultimately responsible for ensuring compliance with all grant requirements. For additional clarification on contracting guidelines, please see the program-specific section of the COPS Application Guide.

If you are a tribal law enforcement agency, instead of providing your own law enforcement services, does your tribe exclusively contract with a non-BIA local law enforcement agency for services?

Yes No

If 'Yes,' please refer to the program-specific section of the COPS Application Guide for additional eligibility information.

2. Population Served By Law Enforcement Agency

Do officers have primary law enforcement authority for the population to be served?

Yes No

An agency with primary law enforcement authority is defined as the first responder to calls for service, and has ultimate and final responsibility for the prevention, detection, and/or investigation of crime within its jurisdiction.

If yes, what is the actual population for which your department has primary law enforcement authority? [In other words, the 2000 Census population minus the incorporated towns and cities that have their own police departments.]

If no, please explain. Include the date by which your agency anticipates having primary law enforcement authority for this population. [Please limit your response to a maximum of 250 words.]

3. Current Budgeted Sworn Force Strength as of the Date of this Application:

Full Time

Part Time

Enter the budgeted sworn force strength. The budgeted sworn force strength is the number of sworn officer positions your department has allocated within its budget, including state, Bureau of Indian Affairs, and locally-funded vacancies. Do not include unpaid/reserve officers or detention staff.

4. Current Actual Sworn Force Strength as of the Date of this Application:

Full Time

Part Time

Enter the actual sworn force strength. The actual sworn force strength is the actual number of sworn officer positions employed by your department as of the date of application. Do not include vacant positions or unpaid/reserve positions.

Section 4: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies toward the community policing philosophy or enhance their involvement in community policing. The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving.

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.

The COPS Office has completed the development of a comprehensive community policing self- assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (www.cops.usdoj.gov) for further information regarding these sub-elements

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

- Other Government Agencies
- Community Members/Groups
- Non-Profits/Service Providers
- Private Businesses
- Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

- Climate and culture
- Leadership
- Labor relations
- Decision-making
- Strategic planning
- Policies
- Organizational evaluations
- Transparency

Organizational Structure

- Geographic assignment of officers
- Despecialization
- Resources and finances

Personnel

- Recruitment, hiring and selection
- Personnel supervision/evaluations
- Training

Information Systems (Technology)

- Communication/access to data
- Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

- Scanning: Identifying and prioritizing problems
- Analysis: Analyzing problems
- Response: Responding to problems
- Assessment: Assessing problem-solving initiatives
- Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

COMMUNITY POLICING PLAN

COPS grants must be used to initiate or enhance community policing. Please complete the following questions to describe the types of community policing activities that will be initiated or enhanced as a result of COPS funding. You may find more detailed information about community policing at the COPS Office web site (www.cops.usdoj.gov).

Community Partnerships

The COPS Office is interested in determining if your organization will use the grant to assist in increasing the capacity to develop collaborative partnerships with individual and organizational stakeholders in communities to increase trust and to develop shared solutions to community problems.

If awarded funding, my organization will implement or enhance:

P1-Sharing of relevant crime and disorder information with community members.

Yes No Not Sure

P2-Seeking input from the community to identify and prioritize neighborhood problems.

Yes No Not Sure

P3-Engagement with the community in the development of responses to community problems.

Yes No Not Sure

P4-Collaboration with other agencies that deliver public services (e.g., parks and recreation, social services, public health, mental health, code enforcement).

Yes No Not Sure

Please provide specific examples of the types of activities you plan to engage in to enhance community partnerships if awarded grant funding (150 word maximum):

The Travis County Sheriff's office is a member of several local, regional and state efforts to address crime and the causes of crime.

Problem Solving

The COPS Office is interested in determining if your organization will use the grant to assist in increasing the capacity to use problem solving. Problem solving is an analytical process for systematically 1) identifying and prioritizing problems, 2) analyzing problems, 3) responding to problems, and 4) evaluating problem-solving initiatives. Problem solving involves an agency-wide commitment to go beyond traditional police responses to crime to proactively address a multitude of problems that adversely affect quality of life.

If awarded funding, my organization will implement or enhance:

PS1-Integration of problem solving into patrol work.

Yes No Not Sure

PS2-Identification and prioritization of crime and disorder problems by examining patterns and trends involving repeat victims, offenders, and locations.

Yes No Not Sure

PS3-Exploring the underlying factors and conditions that contribute to crime and disorder problems.

Yes No Not Sure

PS4-Developing tailored responses to crime and disorder problems that address the underlying conditions that contribute to them.

Yes No Not Sure

Please provide specific examples of the types of activities you plan to engage in to enhance problemsolving activities if awarded grant funding (150 word maximum):

Agency is already engaged in these activities and will continue to do so.

Organizational Transformation

The COPS Office is interested in determining if your organization will use the grant to assist in increasing the capacity to transform organizational environment, organizational structure, personnel, practices, and policies to support the community policing philosophy and community policing activities.

If awarded funding, my organization will implement or enhance:

OC1-Institutionalization of organizational changes that support the implementation of community policing strategies.

Yes No Not Sure

OC2-Incorporation of community policing principles into the agency's mission/vision statement and strategic plan

Yes No Not Sure

OC3-Institutionalization of community policing principles into a corresponding set of policies, practices and procedures.

Yes No Not Sure

OC4-Institutionalization of community policing agency-wide.

Yes No Not Sure

Please provide specific examples of the types of activities you plan to engage in to enhance organizational alignment towards community policing if awarded grant funding (150 word maximum):

Our agency is already engaged in these practices.

Technology

The COPS Office is interested in determining if your organization will use the grant to assist in increasing technological capacity to better prevent and/or respond to crime and disorder incidents.

If awarded funding, my organization will implement or enhance:

T1- Ensuring that agency staff have proper access to relevant data (e.g., calls for service, incident and arrest data, etc.).

Yes No Not Sure

T2- Analysis and understanding of problems in the community.

Yes No Not Sure

T3- Improvements to the agency's overall efficiency and effectiveness.

Yes No Not Sure

T4- Providing officers with necessary equipment to better prevent and/or respond to crime and disorder incidents.

Yes No Not Sure

Please provide specific examples of the types of activities you plan to engage in to enhance alignment of technology towards community policing if awarded grant funding (150 word maximum):

We currently use technologies to ensure that line officers in the field have the information and resources needed to combat crime and the causes of crime.

If your organization receives this COPS grant funding, it should use your responses to these questions as your organization's community policing plan. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this plan.

We understand that your community policing needs may change during the life of your COPS grant (if awarded), and we welcome minor changes to this plan without prior approval. We also recognize that this plan may incorporate a broad range of possible community policing strategies and activities, and that your agency may implement particular community policing strategies from the plan on an as-needed basis throughout the life of the grant. If your agency's community policing plan changes significantly, however, you must submit those changes in writing to the COPS Office for approval. Changes are "significant" if they deviate from the range of possible community policing activities identified and approved in this original community policing plan submitted with your application.

Section 5: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Retention for COPS Hiring Grants

This section is applicable to applicants applying for sworn officer positions.

Check here if not applying under the Universal Hiring Program.

Hiring grantees are required to retain all additional officer positions awarded for at least one full local budget cycle following the expiration of COPS grant funding for each COPS-funded officer position. The additional officer positions should be added to your agency's law enforcement budget with state, local, or tribal funds for at least one full local budget cycle, over and above all other locally-funded officer positions (including other school resource officers) that would have existed regardless of the grant, from the time that the thirty-six (36) months of grant funding for each COPS position expires. Absorbing COPS-funded officers through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement. Please be aware that if your agency has additional sworn officer hiring grants that are active when one hiring grant expires, the officer positions that were awarded under the expired grant are added to your baseline of locally-funded officer positions and must be maintained throughout the implementation of all additional hiring grants.

Use the space below to explain how your agency currently plans to retain any additional officer positions awarded. Please be as specific as possible about the source(s) of retention funding (General Fund revenues, local ballot item, etc.) your agency plans to utilize. A missing or incomplete response could affect your ability to receive funding. Please limit your response to a maximum of 250 words.

Section 6: NEED FOR FEDERAL ASSISTANCE

All applicants are required to provide a brief explanation of their agency's public safety needs and an explanation of their agency's inability to implement this project and/or address these public safety needs without federal assistance.

In the space below, please provide a brief explanation of your agency's inability to implement this project without federal assistance. [Please limit your response to a maximum of 250 words.]

Our agency continues to be engaged in the transition from the traditional lead ammunition firing range to a more modern and environmentally safe range. This has been a phased project with several expansion steps. This request is for assistance in Phase IIa of that project. The current range is limited to one 7-point 25 yard range. This request would be to complete an additional 7-point 25 yard phase to double our firing capacity.

Section 7: WAIVERS OF THE LOCAL MATCH

Please refer to the Application Guide for information on whether waivers of the local match, are available under the grant program for which you are applying.

Check here if not applicable

Are you requesting a waiver of the local match based upon severe fiscal distress?

Yes No

If requesting a waiver, you are required to attach a detailed waiver justification below. Please refer to the COPS Application Guide – “Waiver of the Local Match” section for information on what to include in your justification, as well as the program-specific portion of the Guide to review the local match requirements for the grant program under which you are applying.

Section 8: EXECUTIVE SUMMARY

This section is applicable to COPS applicants applying under the COPS Methamphetamine Initiative, Secure Our Schools, Child Sexual Predator Program, Technology Program and Community Policing Development Programs.

Check here if not applicable

Please attach a brief summary of how your agency will use this federal funding. Be sure to include a description of how you expect this grant to impact public safety and/or crime prevention in your community. Please refer to the COPS Application Guide for clarification on specific information to include in your summary. The Executive Summary may be used to keep Congress or other executive branch agencies informed on law enforcement strategies to deter crime in your community. [Please limit your response to a maximum of 400 words.]

Section 9: PROJECT DESCRIPTION (NARRATIVE)

This section is applicable to all COPS applicants.

Please attach to your application an in-depth narrative response detailing your proposed project. Please refer to the program-specific section of the COPS Application Guide: “How to Apply” section for information on what should be included in your response, as well as any additional formatting requirements and page length limitations.

FY 2009 Cops Technology Progr

Section 10: BUDGET NARRATIVE (EXCLUDING SWORN OFFICER POSITIONS)

This section is applicable to COPS applicants applying under the Community Policing Development Programs, the Methamphetamine Initiative, Secure Our Schools, the Tribal Resources Grant Program, Child Sexual Predator Program and the Technology Program.

Check here if not applicable

Please attach a budget narrative describing each item proposed for purchase, its purpose, and how the items relate to the overall project. Like items may be grouped together for ease of reporting. The structure of the Budget Narrative must mirror the structure of the Budget Detail Worksheet included in this application. In other words, each item reported in the Budget Narrative must fall under one of the following budget categories: Civilian/Other Personnel, Equipment/Technology, Other Costs, Supplies, Travel/Training, Contracts/Consultants, and Indirect Costs. For your information, a sample Budget Narrative and a sample Budget Detail Worksheet are included in the COPS Application Guide. Every item included on the Budget Detail Worksheet must be included in the Budget Narrative.

Note that allowable/unallowable costs will vary widely between different COPS grant programs and cooperative agreements. Please ensure that you refer to the program-specific portion of the COPS Application Guide – “Federal Funding: Allowable & Unallowable Costs” section for a complete list of the allowable and unallowable costs associated with the particular program for which you are applying. Including unallowable items on your application may delay the processing of your application and could ultimately result in the denial of your request.

[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)

Section 11: MEMORANDUM OF UNDERSTANDING

Check here if not applicable

Please attach a Memorandum of Understanding (MOU) to your application that defines the roles and responsibilities of the individuals and partner(s) involved in your proposed project. Please refer to the program-specific portion of the Guide for a complete description of information pertaining to the required MOU.

[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)

Section 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

Check here if not applicable.

An official "partner" under the grant may be a governmental or private entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please refer to the Application Guide for a complete description of partnership requirements under the grant program for which you are applying.

| | |
|--|----------------------|
| Official Partner 1 of 1 | |
| Title: | <input type="text"/> |
| Prefix: | <input type="text"/> |
| First Name: | <input type="text"/> |
| Middle Name: | <input type="text"/> |
| Last Name: | <input type="text"/> |
| Suffix: | <input type="text"/> |
| Name of Partner Agency (e.g., School District) | |
| <input type="text"/> | |
| Type of Partner Agency (e.g., School District) | |
| <input type="text"/> | |
| Partner Agency Address | |
| Street 1: | <input type="text"/> |
| Street 2: | <input type="text"/> |
| City: | <input type="text"/> |
| County: | <input type="text"/> |
| State: | <input type="text"/> |
| Province: | <input type="text"/> |
| Zip / Postal Code: | <input type="text"/> |
| Country: | <input type="text"/> |
| Telephone: | <input type="text"/> |
| Fax: | <input type="text"/> |
| E-mail: | <input type="text"/> |

Section 13: INCIDENT DATA

Incident data is required for the Secure Our Schools grant program. The data reported should cover the time period of September 1, 2006 to August 31, 2007 and should only include incidents that took place in and around the partnering schools. Please refer to the program guide for specific information and instructions regarding the data required for this submission.

Check here if not applicable.

| Type of Incident | # of Incidents Reported |
|---|--------------------------------|
| Homicide | |
| Sexual Offenses | |
| Aggravated/Major Assaults—for example, an attack with hands, fist, feet, or weapons on an individual. | |
| Simple/Minor Assaults—stalking, intimidation/bullying/coercion, etc. | |
| Thefts (Includes Reports of Stolen Property) | |
| Possession/Sale of Illegal Weapons | |
| Vandalism/Destruction of Property | |
| Alcohol-Related Offenses | |
| Possession, Use or Sale of Drugs | |
| Disorderly Conduct | |

| School Data | Totals |
|---|---------------|
| Truancy | |
| Detentions | |
| Suspensions | |
| Expulsions | |
| Threats to School Property | |
| # of schools involved in project | |
| Total Student Population for Involved Schools | |

Section 14: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems

You must answer this question regardless of the type of COPS grant you are applying for. Please review the COPS Application Guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

- Yes, my agency will use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.
- No, my agency will not use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.

The signatures of the applicant's Authorized Organizational Representative (on-line applications only), Law Enforcement Executive/Program Official and Government Executive/Financial Official, and any applicable program partners on the Certification of Review and Representation of Compliance with Requirements:

- 1) Assures the COPS Office that the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; AND
- 2) Attests to the accuracy of the information submitted with this application (including the Budget Detail Worksheets).

The signatures below must be made by the actual executives named on this application unless there is an officially documented authorization for a delegated signature. If your jurisdiction has such an official document, it must be attached to this application. Applications with missing, incomplete, or inaccurate signatures or responses may not be considered for funding. Stamped or electronic signatures (unless applying online via Grants.gov) also will not be accepted. Original signatures are required. Faxed copies will not be accepted. Applications postmarked after the final application deadline date may not be considered for funding.

Signatures shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

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, and/or is not cooperating with a COPS Office compliance investigation concerning a current grant award.

By signing below, I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Authorized Organizational Representative's Signature:

Date:

Law Enforcement Executive/Program Official:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Signature: _____ Date:

Government Executive/Financial Official:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Signature: _____ Date:

[Assurances & Certifications Click here to read and print](#)

Signing this page also assures the COPS Office that you have read, understand, and agree, if awarded, to abide by the grant terms and conditions as outlined in the Assurances and Certifications. The signed hard copy of the Assurances and Certifications should be kept in the agency's files and furnished upon request.

GRANTS.GOV NOTE:

When applying online via Grants.gov, the Authorized Organizational Representative's signature will be the only signature submitted online. However, the Law Enforcement Executive/Program Official and the Government Executive/Financial Official signatures, as well as any applicable program partners' signatures, are **MANDATORY** and a hard copy of the Certification of Review and Representation of Compliance with Requirements should be kept in the agency's files and furnished upon request. Signatures shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

PAPERWORK REDUCTION ACT NOTICE

The public reporting burden for this collection of information is estimated to be up to eight average hours per response, depending upon the COPS program being applied for including time for searching existing data sources, gathering the data needed, and completing and reviewing the application. 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 1103-0098 and the expiration date is 08/31/2011.

SECTION 15: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. We (the Office of Community Oriented Policing Services) need to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at (800) 421-6770.

By the applicant's authorized representative's signature, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.

2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.

3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.

4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.

6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122) and 48 CFR Part 31.000, et seq. (FAR 31.2) (governing cost principles); OMB Circular A-133 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the current edition of the COPS Grant Monitoring Standards and Guidelines; the applicable COPS Grant Owners Manuals; and with all other applicable program requirements, laws, orders, regulations, or circulars.

7. If applicable, it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.

8. It will not, on the ground of race, color, religion, national origin, gender, disability or age, unlawfully exclude any person from

participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789 (d)); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle A of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and Department of Justice Non-Discrimination Regulations contained in Title 28, Parts 35 and 42 (subparts C, D, E and G) of the Code of Federal Regulations.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

B. Grantees that have 50 or more employees and grants over \$500,000 (or over \$1,000,000 in grants over an eighteen-month period), must submit an acceptable Equal Employment Opportunity Plan ("EEOPlan") or EEOPlan short form (if grantee is required to submit an EEOPlan under 28 CFR 42.302), that is approved by the Office of Justice Programs, Office for Civil Rights within 60 days of the award start date. For grants under \$500,000, but over \$25,000, or for grantees with fewer than 50 employees, the grantee must submit an EEOPlan Certification. (Grantees of less than \$25,000 are not subject to the EEOPlan requirement.)

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of one full local budget cycle following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. 1913.

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

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive (or Official with Programmatic Authority, as applicable)

Date

Signature of Government Executive (or Official with Financial Authority, as applicable)

Date

SECTION 16: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Coordination with Affected Agencies

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 28 CFR Part 67, "Government-Wide Debarment and Suspension (Nonprocurement)," 28 CFR Part 83 Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

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

A. 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;

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned 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 sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Part 2867, Section 2867.437 -

A. The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility.

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees, as defined at 28 CFR Part 83, Sections 83 and 83.510 -

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

84

- (a) The dangers of drug abuse in the workplace;
- (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug- abuse violations occurring in the workplace;
- (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 1100 Vermont Ave., NW, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant.
- (vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
- (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

4. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Grantee Agency Name and Address:

Travis County - PO Box 1748 Austin, TX 78767-1748

Grantee IRS/ Vendor Number:

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

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Typed Name and Title of Law Enforcement Executive (or Official with Programmatic Authority, as applicable):

Greg Hamilton - Sheriff

Signature: _____ Date: _____

Typed Name and Title of Government Executive (or Official with Financial Authority, as applicable):

Samuel Biscoe - County Judge

Signature: _____ Date: _____

85

d

GRANT SUMMARY SHEET

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

| | |
|-----------------------------|---|
| Department/Division: | Transportation and Natural Resources/Natural Resources & Env. Quality |
| Contact Person: | Melinda Mallia/ Adele Noel |
| Title: | Environmental Project Manager/ Air Quality Project Manager |
| Phone Number: | 854-4460 / 854-7211 |

| | | | | |
|----------------------|--|--------|------------|---------|
| Grant Title: | Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality | | | |
| Grant Period: | From: | 5/6/08 | To: | 8/31/10 |
| Grantor: | Texas Commission on Environmental Quality | | | |

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

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|---------------|-------------|-------------|--------------|---------|------------|
| Personnel: | | | | | | |
| Operating: | | | | | | |
| Capital Equipment: | | 816,543.14 | | | | 816,543.14 |
| Total: | | 816,543.14 | | | | 816,543.14 |
| FTEs: | | | | | | |

| Performance Measures Applicable Depart. Measures | Projected FY 08 Measure | Progress To Date: | | | | Projected FY 09 Measure |
|--|-------------------------------|-------------------|----------------------|---------|---------|-------------------------------|
| | | 12/31/07 | 3/31/08 | 6/31/08 | 9/30/08 | |
| Measures For Grant | | | | | | |
| Spend all funds on air quality improvement projects | | | All funds encumbered | | | |

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

PBO Recommendation:

PBO concurs with extension.

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 program's goals are to support clean air projects proposed by the County. The grant funds are related to the Low Income repair Assistance Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), with funding authorized under the Texas Health and Safety code, Section 382.220 for Local Initiative Projects for those areas participating in LIRAP. This grant has been used to purchase cleaner burning equipment (hybrids, lawnmowers, flex-fule vehicles, propane burning school buses, and electric vehicles) that will improve air quality in Travis County. The County program has been in operation since September 2008.

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

This grant will not incur a long-term funding commitment 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.

Yes. The grant contract requires a 50% reimbursement of costs associated with specific projects that can demonstrate a quantifiable improvement in air quality. Individual project proposals have already been improved by Commissioner's Court and in the process of being completed.

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

Yes. The program allows for a ten percent (10%) indirect cost rate to be applied to salaries, wages, and fringe benefits of personnel performing work directly related to the contract activities. However, indirect costs are not taken out of this grant because they are deemed insignificant.

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

Yes.

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

This program relates to efforts by the County to reduce harmful air emissions and remain in attainment of air quality standards as mandated by the Environmental Protection Agency and administered by the TCEQ. This program is subsidiary to the TCEQ LIRAP grant in which the county partipates and is therefore eligible for program funds under state legislative action.

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 has helped supplement funding for projects designed to address air quality issues in the County, a general goal supported by the Commissioner's Court. Specific to TNR goals, grant funding will assist in achieving air quality improvement projects, a function of the Air Quality Program within the Natural Resources and Environment Quality Division.

Last Updated 5-21-09 at 4:56pm

From: Christopher Gilmore
To: Noel, Adele
Date: 5/12/2009 10:59 AM
Subject: Fwd: contract renewal for LIP grant
Attachments: LIP amend 3013.jpg

CC: Gable, Michelle
Hi Adele,

Yes, I'm OK with the extension of the grant.

Please let me know if you have any additional questions.

Thanks,

Chris

Christopher C. Gilmore
Assistant County Attorney
P.O. Box 1748
Austin, Texas 78767
Christopher.Gilmore@co.travis.tx.us
(512) 854-9455
Fax: (512) 854-4808

Board Certified - Commercial Real Estate Law - Texas Board of Legal Specialization

CONFIDENTIAL COMMUNICATION
ATTORNEY/CLIENT PRIVILEGE

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email immediately and destroy all copies of the original message.

>>> Adele Noel 5/12/2009 10:56 AM >>>

I think you are the attorney for this grant/contract. It extends the deadline from August 31, 2009 to August 31, 2010. Need your approval before I take it to Court.

Michele, I need your approval too.

Thanks.

Last Updated 5-21-09 at 4:56pm

From: Michelle Gable
To: Noel, Adele
Date: 5/12/2009 11:13 AM
Subject: Re: contract renewal for LIP grant

You have the Auditor Office approval.

Michelle Gable
x. 45883

>>> Adele Noel 5/12/2009 10:56 AM >>>

I think you are the attorney for this grant/contract. It extends the deadline from August 31, 2009 to August 31, 2010. Need your approval before I take it to Court.

Michele, I need your approval too.

Thanks.

Travis County Commissioners Court Agenda Request

Voting Session 5/26/2009
(Date)

Work Session _____

Carl B. Gieselman

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

B. Requested Text: Consider and Take Appropriate Action on Amendment 2 Low Income Vehicle Repair, Assistance, Retrofit, and Accelerated Program, Local Initiative Projects Contract.

C. Approved by: _____
Samuel T. Biscoe, County Judge

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

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

Jon White, TNR Director
Tom Weber, Env. Project Mgr
Chris Gilmore, County Attorney
Michelle Gable, Auditor's Office

Adele Noel, TNR
Melinda Mallia, TNR
Jessico Rio, PBO
Cynthia McDonald, Director Financial Services

III. Required Authorizations: Please check if applicable:

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

May 14, 2008

MEMORANDUM

TO: Members of the Commissioner's Court

FROM: *Carol B. Gieselman*
Joseph P. Gieselman, Executive Manager TNR

SUBJECT: Senate Bill 12 Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality, Amendment 2.

Posting:

Consider and take appropriate action on the proposed Amendment 2 for the Local Initiative Projects contract with the Texas Commission on Environmental Quality (TCEQ)

Summary and Staff Recommendations:

In 2007, the 80th Legislature passed Senate Bill 12 and added a section authorizing the expenditure of accumulated funds on clean air projects by counties participating in Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).

The TCEQ provided funds to Travis County in the same amount that the county dedicated to an eligible project. The county's portion can be an in-kind donation. Amount of available funding for Travis County was \$816,543.14.

These funds have been encumbered for the following projects:

-
- 2 compact rollers for TNR Fleet;
- 2 electric vehicles for Parks
- 5 propane powered lawnmowers
- 22 hybrid vehicles for Travis County
- 6 propane school buses for Manor Independent School District;
- 3 flex-fuel vehicles for the city of Manor; and
- 3 hybrid vehicles for the City of Austin.

Amendment 2 extends the term of the grant through August 31, 2010 in order to allow sufficient time to finalize all projects.

Staff recommends approval.

Budgetary and Fiscal Impact:

None. All funds for these expenditures have already been encumbered.

Background:

In August 2005, the Commissioners Court committed to administer the AirCheck Texas program as part of the Early Action Compact Agreement. The TCEQ provides grant funds to Travis County to assist qualifying individuals who own vehicles that are registered in the county and fail a mandatory emissions inspection. These grant funds are used for emissions-related repairs performed by a Recognized Emissions Repair Facility or toward the cost of a replacement vehicle. The goals of the program are to reduce harmful air pollution emissions in the region and to comply with the federal Clean Air Act.

In 2007, the 80th Texas Legislature, passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 to add Section 382.220 titled, Use of Funding for Local Initiative Projects. This section authorizes the spending of accumulated funds on clean air projects proposed by counties that participate in the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program.

Issues and Opportunities:

Travis County has agreed to partner with other regional entities in efforts to remain in attainment of federal air quality standards through voluntary measures that contribute to ozone production. These funds support Travis County in this effort by developing projects designed to reduce air emissions.

Required Authorizations: Jessica Rio, Planning & Budget Office

cc: Jon White, TNR, NREQ
Tom Weber, TNR, NREQ
Jessico Rio, PBO
Adele Noel, TNR, NREQ
Chris Gilmore, CAO
Michelle Gable, Auditor's Office
Cynthia McDonald, TNR, Financial Services
Melinda Mallia, TNR, NREQ

**CONTRACT AMENDMENT TO THE INTER-GOVERNMENTAL
COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN
THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
AND TRAVIS COUNTY**

STATE OF TEXAS
COUNTY OF TRAVIS

AMENDMENT NUMBER 2

Pursuant to Article 7 (AMENDMENTS) and Article 1.3 Contract Renewals in the GENERAL CONDITIONS of the Agreement, the Texas Commission on Environmental Quality (TCEQ) and Travis County (GRANTEE), hereby agree to amend Contract Number 582-8-89964 to extend the period of performance and renew the Agreement for one additional year through August 31, 2010. The total Maximum TCEQ Obligation is as shown in the table below and is the same as the total Maximum TECQ Obligation following Amendment Number 1 to the Agreement, but as qualified by the paragraph immediately below the table.

| <u>Fiscal Year</u> | <u>Contract Amount</u> |
|--------------------------------------|------------------------|
| FY08 | \$373,217.48 |
| FY09 | \$443,325.66 |
| Total Maximum TCEQ Obligation | \$816,543.14 |

In accord with the Agreement between the TCEQ and Travis County, FY08 funds may be used by the GRANTEE in FY08 and FY09 through August 31, 2009. All funds, both FY08 and FY09 funds, may be expended during FY 2010, however all funds must be spent by August 31, 2010 unless otherwise determined by the TCEQ.

All other conditions and requirements of Contract Number 582-8-89964 remain unchanged, and shall apply to all services specified herein just as if those services had been included in the original scope of services of this Contract.

TCEQ:
Texas Commission on Environmental Quality

Grantee:
Travis County

(Signature)

(Signature)

Theresa Pella
(Printed Name)

Honorable Samuel T. Biscoe
(Printed Name)

Manager, Air Quality Planning Section
(Title)

Travis County Judge
(Title)

Date: _____

Date: _____

GRANT SUMMARY SHEET

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

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

| | | | |
|--|---|---|--|
| Grant Title: | Comprehensive Energy Assistance Program (CEAP) | | |
| Grant Period: | From: 1/1/09 | To: 12/31/09 | |
| Grantor: | Texas Department of Housing and Community Affairs | | |
| American Recovery and Reinvestment Act (ARRA) Grant | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |

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

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | <i>County Match</i> | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-------------------------|---------|-----------|
| Personnel: | 548,013 | | | | | 548,013 |
| Operating: | 2,550,464 | | | | | 2,550,464 |
| Capital Equipment: | | | | | | 0 |
| Indirect Costs: | | | | | | 0 |
| Total: | 3,098,477 | 0 | 0 | 0 | 0 | 3,098,477 |
| FTEs: | | | | | | 0.00 |

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

| Performance Measures Applicable Depart. Measures | Projected FY 09 Measure | Progress To Date: | | | | Projected FY 10 Measure |
|--|-------------------------------|-----------------------------|-----------------------------|-------------------|-------------------|-------------------------------|
| | | 12/31/08 | 3/31/09 | 6/31/09 | 9/30/09 | |
| Number of Households receiving utility assistance | 15,000 | 791 | 1,569 | 6,320 - projected | 6,320 - projected | 12,392 |
| Number of Households receiving CEAP Heating & Cooling assistance | 115 | N/A for this program period | N/A for this program period | 58 - projected | 58 - projected | 58 for this grant period |
| MG | | | | | | |
| Measures For Grant | | | | | | |

| | | | | | | |
|--|--|-----------------------------|-----------------------------|-------------------|-----------------|---------------------------------------|
| Number of Households receiving utility assistance through the three grant components | 4,340 | N/A for this program period | 647 | 1,231 - projected | 1,231 projected | 1,231 projected for this grant period |
| Outcome Impact Description | Utility assistance provided by this program is to address a household crisis situation or provide copayment or multiple term energy payments for household in order to achieve energy self-sufficiency. | | | | | |
| Number of Households receiving assistance through the Heating & Cooling component | 115 | N/A for this program period | N/A for this program period | 58 - projected | 58 - projected | 58 for this grant period |
| Outcome Impact Description | Replacing household heating and cooling appliances such as the central air/heat units, window a/cs, refrigerators and water heaters with energy savings appliances will reduce the heating and cooling energy utility bills and lead to energy self-sufficiency for the household. | | | | | |
| | | | | | | |
| Outcome Impact Description | | | | | | |

PBO Recommendation:

Health and Human Services requests Commissioners Court approval of the contract for the 2009 Comprehensive Energy Assistance Grant Program (CEAP). The grant contract will provide \$3,098,477 in resources from the Texas Department of Housing and Community Affairs to provide utility assistance and the repair, replacement, or retrofit of heating and cooling appliances for eligible households. The current award is significantly more than previous awards. In fact the FY 09 amount is \$2,373,463 more than the FY 08 award. In addition, the department is also anticipating increased awards for their Department of Energy (DOE) and Low Income Home Energy Assistance Program (LIHEAP) weatherization programs and the potential for an additional \$4.5 million from the American Recovery and Reinvestment Act (ARRA) for the County's weatherization program. The department has been working on a plan that will address the increased workload from the projected awards and this plan will soon be presented to the Commissioners Court.

Travis County has received this grant for many years, but the grant has had a long history of delays in receiving a fully executable contract. The Auditor's Office has reviewed the contract and has raised some concerns over contract language in section 14 D concerning grantor's ability to access County records off County premises. The Auditor's Office concern is that the language could allow the grantor to take our original records off premises without their supervision. The Auditor's Office does not agree with this provision and would not allow original records to be taken without the Auditor's Office direct supervision.

The Commissioners Court previously approved a permission to continue the program for 2009 with internal HHS General Fund resources since the contract for had not yet been received by the County. The department is reaching the end of its ability to continue to internally fund the program without the executed contract and certified grant funds. Therefore, the contract is being placed on the agenda although the Auditor's Office has not given their approval due to the language in section 14 D. The County Attorney's Office has reviewed the contract and has signed off for PBO to place the contract on the agenda for approval. Expenditures made before the contract is executed will be reclassified against the grant once the grant funds are available. The grant does not require a County match or continuation upon termination of the grant.

PBO recommends that if the grantor requests to review County documents offsite that the County provide them reasonable copies rather than originals to avoid any issues that have been raised by the County Auditor's Office. PBO recommends acceptance of the grant to avoid a gap in service.

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 program goal is to assist households in need to achieve energy self-sufficiency by providing household heating and cooling energy utility assistance and addressing issues surrounding the heating and cooling appliances in the household of low-income families or individuals. Heating and cooling appliances may be repaired or replaced or retrofitted. The households may seek utility assistance to address a crisis situation or the situation may need a copayment or multiple payment term which are provided by the program guidelines. The department also utilizes the

funding from this CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

The department has participated in this program for the past fourteen years.

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

No additional funds are required.

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

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

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

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

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

Yes

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

N/A

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

Travis County Health and Human Services and Veterans Service Family Support Services division staff will perform client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three program components and assistance for costs associated with the repair, replacement or retrofit of the client's eligible household heating and cooling appliances.

The department has renewed a contract with Caritas of Austin. This contract allows the vendor to perform client eligibility interviews and implement utility and case management assistance for clients using the guidelines of the CEAP Co-Payment component. Appropriate referrals from

Caritas of Austin are made of those eligible households for possible repair, replacement or retrofit of the household's heating and cooling appliances. With this collaboration, assistance funding from this program reaches a client base that in the past had not sought assistance utilizing the department's seven community centers.

The CEAP program funding represents the department's largest program source for utility assistance and the only program source for addressing the repair or replacement of some of the household heating and cooling appliances. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance and household appliance issues from Travis County residents.



**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: May 20, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2009 Comprehensive Energy Assistance Program (CEAP) Grant Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant for 2009.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs. The grant funding will be \$3,098,477. This is a \$2,373,463 increase from the award amount received for this contract in 2008. This grant received an increase at the Federal government level; however it is not due to the American Recovery and Reinvestment Act. The increased funding for this contract period represents a challenge for the department and will afford possible community collaborations to become established. These funds will be utilized to meet the increased demands for utility assistance by Travis County residents.

These grant funds will be used to respond to requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs. Program funding is also available for those qualified households in need of repair, replacement and/or retrofit of the heating and cooling appliances in the residence.

Budgetary and Fiscal Impact: We will be able to use the CEAP funds for direct services, administration, case management, and outreach services. The funds for direct services will be

budgeted in the corresponding indigent utility assistance line items as well as line items for contracted services and supplies. No matching funds are required. The contract period is 01/01/09 through 12/31/09.

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

Background: The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past fourteen years. The department coordinates its efforts with other community resources such as Salvation Army, faith-based organizations and other local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the past program year, we were able to assist 1,402 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients utilizing the co-payment and in some instances the elderly/disabled components. Program assistance is also provided for the repair or replacement of household heating and cooling appliances. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58090000522 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

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

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2009 through December 31, 2009.

SECTION 3. SUBRECIPIENT PERFORMANCE

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

SECTION 4. DEPARTMENT OBLIGATIONS

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

102

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

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

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

SECTION 7. USE OF ALCOHOLIC BEVERAGES

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

103

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

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

SECTION 9. TERMINATION AND SUSPENSION

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

104

SECTION 10. CHANGES AND AMENDMENTS

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

SECTION 11. DEPARTMENT DIRECTIVES

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

SECTION 12. MONITORING

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

SECTION 13. VENDOR AGREEMENTS

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

SECTION 14. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

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

12. Priority rating form.

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

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

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

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

SECTION 15. PROCUREMENT STANDARDS

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

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

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

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

SECTION 16. REPORTING REQUIREMENTS

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

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

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

SECTION 17. INDEPENDENT SUBRECIPIENT

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

SECTION 18. SUBCONTRACTS

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

SECTION 19. CONFLICT OF INTEREST/NEPOTISM

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

SECTION 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

107

SECTION 21. LEGAL AUTHORITY

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

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

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

SECTION 23. AUDIT

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

108

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

SECTION 24. APPEALS PROCESS

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

SECTION 25. POLITICAL ACTIVITY PROHIBITED

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

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

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

109

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

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

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

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

SECTION 29. MAINTENANCE OF EFFORT

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

SECTION 30. NO WAIVER

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

SECTION 31. SEVERABILITY

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

SECTION 32. PRIOR ORAL AND WRITTEN AGREEMENTS

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

SECTION 33. DEBARRED AND SUSPENDED PARTIES

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

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

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

110

SECTION 35. ATTACHMENTS

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

- (1) Attachment A, Budget

SIGNED this day of

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

By:

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

10/

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NO. 58090000522 FOR THE
 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
 (CFDA # 93.568)
 ATTACHMENT A BUDGET

DEPARTMENT FINANCIAL OBLIGATIONS

 \$ 3,098,477.00 CEAP FUNDS CURRENTLY AVAILABLE
 \$ 1,022.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

| BUDGET CATEGORY | FUNDS | % |
|--------------------------|------------------------|----------|
| Administration | \$ 223,505.00 | - |
| Assurance 16 | \$ 190,327.00 | - |
| Direct Services | \$ 2,683,623.00 | - |
| TOTAL CEAP BUDGET | \$ 3,097,455.00 | - |

| BUDGET CATEGORY | FUNDS | % |
|------------------------------|------------------------|---------------|
| Energy Crisis | \$ 966,105.00 | 36.00 |
| Co-payment | \$ 161,017.00 | 6.00 |
| Elderly and Disabled | \$ 1,100,285.00 | 41.00 |
| Heating/Cooling | \$ 322,035.00 | 12.00 |
| Direct Service Support | \$ 134,181.00 | 5.00 |
| TOTAL DIRECT SERVICES | \$ 2,683,623.00 | 100.00 |

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

TRAVIS

112

Last Updated 5-21-09 at 4:56pm

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

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

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

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

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

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

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

Effective Date of Budget: 01/01/2009

113

16 ✓

Travis County Commissioners Court Agenda Request

Voting Session May 26, 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 \$897,124.15, for the period of May 8, 2009 to May 15, 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 JUDGES OFFICE
 09 MAY 19 PM 2:46

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 26, 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: May 8, 2009 to May 15, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$897,124.15

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 \$897,124.15.

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
MAY 8, 2009 TO MAY 15, 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 5-21-09 at 4:56pm

DATE: May 26, 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: May 8, 2009
 TO: May 14, 2009

REIMBURSEMENT REQUESTED: \$ 897,124.15

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

| | |
|---|----------------------|
| NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*: | \$ 1,374,737.62 |
| LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 19, 2009 | \$ (477,613.64) |
| Adjust to balance per UHC | \$ 0.17 |
| TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**: | \$ 897,124.15 |
| PAYMENTS DEEMED NOT REIMBURSABLE | \$ - |
| TRANSFER OF FUNDS REQUESTED: | \$ 897,124.15 |

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 \$128,854.65) 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 (\$119,905.00) 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.

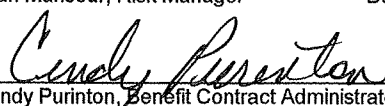
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$33,787.04.

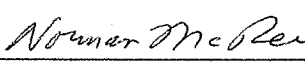
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 5-18-09
 Linda Moore Smith, Director Date

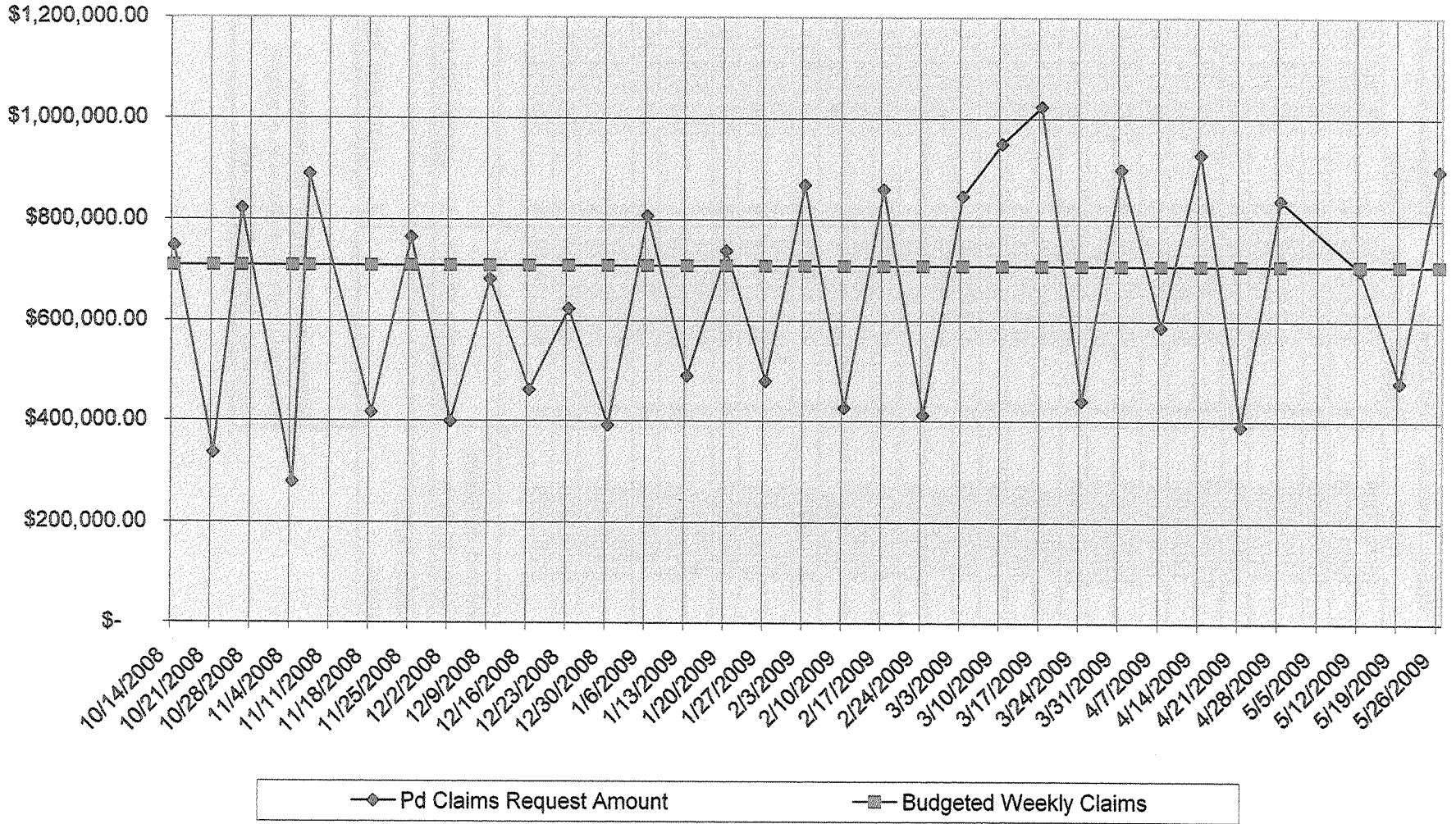
 5-18-09
 Dan Mansour, Risk Manager Date

 5/18/09
 Cindy Purinton, Benefit Contract Administrator Date

 5/18/09
 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 5-21-09 at 4:56pm

| 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 |
| 3/27/09-4/2/09 | 4/14/2009 | \$ 929,174.88 | \$ 708,314.75 | 3 | \$ 147,837.16 |
| 4/3/09-4/9/2009 | 4/21/2009 | \$ 389,720.20 | \$ 708,314.75 | 0 | \$ - |
| 4/10/09-4/16/09 | 4/28/2009 | \$ 838,227.39 | \$ 708,314.75 | 1 | \$ 133,806.69 |
| 4/24/09-4/30/09 | 5/12/2009 | \$ 701,327.76 | \$ 708,314.75 | 2 | \$ 88,216.00 |
| 5/1/09-5/7/09 | 5/19/2009 | \$ 477,613.64 | \$ 708,314.75 | 1 | \$ 32,510.00 |
| 5/8/09-5/14/09 | 5/26/2009 | \$ 897,124.15 | \$ 708,314.75 | 4 | \$ 128,854.65 |

| | | |
|------------------------------------|------------------|-------------------|
| Paid and Budgeted Claims - to date | \$ 20,868,504.51 | \$ 22,666,072.00 |
| Amount Under Budget | | \$ (1,797,567.49) |

Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.

Last Updated 5-21-09 at 4:56pm

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: 2009-05-15 REQUEST AMOUNT: \$1,374,737.62

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

CALCULATION OF REQUEST AMOUNT

| | |
|--|----------------|
| + ENDING BANK ACCOUNT BALANCE FROM: 2009-05-14 | \$663,885.34 |
| - REQUIRED BALANCE TO BE MAINTAINED: | \$1,938,718.00 |
| + PRIOR DAY REQUEST: | \$00.00 |
| = UNDER DEPOSIT: | \$1,274,832.66 |
| + CURRENT DAY NET CHARGE: | \$99,904.96 |
| + FUNDING ADJUSTMENTS: | \$00.00 |
| REQUEST AMOUNT: | \$1,374,737.62 |

ACTIVITY FOR WORK DAY: 2009-05-08

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|-----------|--------------|-----------|--------------|
| 0632 | \$454,932.41 | \$00.00 | \$454,932.41 |
| TOTAL: | \$454,932.41 | \$00.00 | \$454,932.41 |

ACTIVITY FOR WORK DAY: 2009-05-11

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|-----------|--------------|-----------|--------------|
| 0632 | \$136,859.36 | \$00.00 | \$136,859.36 |

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_05_14

| 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 | -192.3 | NN | SSN0000 | CAL | | 0 5/5/2009 | 600 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -203.81 | NN | 1343091 | AH | | 1 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -236.88 | NN | 1669581 | AH | | 1 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -238.91 | NN | 1803282 | AH | | 5 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -238.91 | NN | 1915310 | AH | | 7 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -254.84 | NN | 1498711 | AH | | 1 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -299.4 | NN | 1265271 | AA | | 7 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -304.67 | NN | 1078238 | AI | | 2 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -365.51 | UW | 67576184 | AH | | 6 5/9/2009 | 50 | 5/15/2009 | 5/14/2009 |
| 701254 | 632 | -420.06 | UW | 61156531 | A | | 12 5/7/2009 | 50 | 5/13/2009 | 5/14/2009 |
| 701254 | 632 | -454.51 | NN | SSN0000 | CAL | | 0 5/8/2009 | 600 | 5/14/2009 | 5/14/2009 |
| 701254 | 632 | -492.6 | UW | 35392264 | AA | | 5 1/9/2009 | 60 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -514.77 | NN | SSN0000 | CAL | | 0 5/8/2009 | 600 | 5/14/2009 | 5/14/2009 |
| 701254 | 632 | -646.14 | NN | 1785223 | AH | | 1 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -1509.4 | NN | 1750118 | A | | 11 5/14/2009 | 200 | 5/11/2009 | 5/14/2009 |
| 701254 | 632 | -1523.52 | NN | SSN0000 | CAL | | 0 5/11/2009 | 600 | 5/15/2009 | 5/14/2009 |
| 701254 | 632 | -1754.37 | | 13 4475131 | AH | | 5 5/11/2009 | 50 | 5/13/2009 | 5/14/2009 |
| 701254 | 632 | -5040.96 | NN | SSN0000 | CAL | | 0 5/6/2009 | 600 | 5/12/2009 | 5/14/2009 |
| 701254 | 632 | -12029.15 | NN | SSN0000 | CAL | | 0 5/5/2009 | 600 | 5/11/2009 | 5/14/2009 |

897,124.15

5

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 05/14/2009

| <i>CONTR_#</i> | <i>TRANS_AMT</i> | <i>SRS</i> | <i>CHK_#</i> | <i>GRP</i> | <i>CLAIM ACCT#</i> | <i>ISS_DATE</i> | <i>TRANS CODE</i> | <i>TRANS_DATE</i> |
|----------------|------------------|------------|--------------|------------|------------------------|-----------------|-----------------------|-------------------|
|----------------|------------------|------------|--------------|------------|------------------------|-----------------|-----------------------|-------------------|

Total: \$0.00

9

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/14/2009

| TYPE | MEMBER TYPE | TRANS_AMT |
|-------------|---------------------------|-------------------|
| CEPO | | |
| | EE | |
| | 526-1145-522.45-28 | 104,167.77 |
| | RR | |
| | 526-1145-522.45-29 | 12,974.74 |
| Total CEPO | | \$117,142.51 |
| EPO | | |
| | EE | |
| | 526-1145-522.45-20 | 267,645.52 |
| | RR | |
| | 526-1145-522.45-21 | 39,321.39 |
| Total EPO | | \$306,966.91 |
| PPO | | |
| | EE | |
| | 526-1145-522.45-25 | 395,263.03 |
| | RR | |
| | 526-1145-522.45-26 | 77,751.70 |
| Total PPO | | \$473,014.73 |
| Grand Total | | \$897,124.15 |

17

Travis County Commissioners Court Agenda Request

Voting Session 05/26/09
(Date)

Work Session _____
(Date)

I. Request made by:


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

Routine Personnel Actions

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

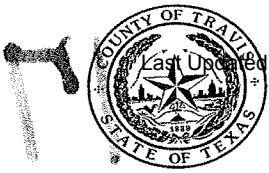
_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



5-21-09 at 4:56pm

HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-4203

May 26, 2009

ITEM # :

DATE: May 15, 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 *LMS/LAS*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

| NEW HIRES | | | | |
|----------------------------------|-------------|-----------------------|--|---|
| Dept. | Slot | Position Title | Dept. Requests Level/Salary | HRMD Recommends Level/Salary |
| County Atty | 106 | Office Specialist | 10 / Level 4 / \$26,977.60 | 10 / Level 4 / \$26,977.60 |
| Criminal Justice Planning | 53 | Attorney VI | 28 / Minimum / \$81,389.78 | 28 / Minimum / \$81,389.78 |
| Criminal Justice Planning | 55 | Social Worker | 17 / Level 2 / \$40,976.00 | 17 / Level 2 / \$40,976.00 |
| District Clerk | 122 | Court Clerk I | 13 / Level 1 / \$30,388.80 | 13 / Level 1 / \$30,388.80 |
| JP Pct 1 | 60003 | Court Clerk I | 13 / Minimum / \$29,501.26 | 13 / Minimum / \$29,501.26 |
| Sheriff | 1196 | Office Specialist Sr | 12 / Minimum / \$27,573.10 | 12 / Minimum / \$27,573.10 |
| TNR | 594 | Park Maint Worker | 7 / \$26,166.40 | 7 / \$26,166.40 |
| * Temporary to Regular | | | ** Actual vs Authorized | |

| TEMPORARY APPOINTMENTS | | | | | |
|--|-------------|------------------------------|--|---|-------------------------------------|
| Dept. | Slot | Position Title | Dept. Requests Grade/Salary | HRMD Recommends Grade/Salary | **Temporary Status Type Code |
| Juvenile Court | 50150 | Juvenile Detention Ofcr Asst | 11 / \$12.39 | 11 / \$12.39 | 05 |
| Probate Court | 20023 | Administrative Asst I | 11 / \$12.39 | 11 / \$12.39 | 02 |
| TNR | 20076 | 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). | | | | | |

| CAREER LADDERS – POPS | | | | | | |
|-------------------------------|------|-------------------------------|---------------------------------|-----------------------|------------------------|--|
| Dept. | Slot | Current Position Title/Grade | New Position Title/Grade | Current Annual Salary | Proposed Annual Salary | Comments Current HRMD Practice |
| Sheriff | 1562 | Corrections Officer* / Grd 81 | Corrections Officer Sr / Grd 83 | \$38,737.92 | \$42,107.10 | Career Ladder. Peace Officer Pay Scale (POPS). |
| * Actual vs Authorized | | | | | | |

| CAREER LADDERS – NON-POPS | | | | | | |
|--|-------|------------------------------|--------------------------|-----------------------|------------------------|--|
| Dept. | Slot | Current Position Title/Grade | New Position Title/Grade | Current Annual Salary | Proposed Annual Salary | Comments Current HRMD Practice |
| County Atty | 27** | Attorney II* / Grd 22 | Attorney III* / Grd 24 | \$57,849.39 | \$62,086.34 | Career Ladder. Pay is at minimum of pay grade. |
| County Atty | 33*** | Attorney I* / Grd 21 | Attorney II / Grd 22 | \$52,187.79 | \$54,797.18 | Career Ladder. Pay is between min and midpoint of pay grade. |
| County Atty | 36** | Attorney I* / Grd 21 | Attorney II* / Grd 22 | \$52,187.79 | \$54,797.18 | Career Ladder. Pay is between min and midpoint of pay grade. |
| County Atty | 86 | Attorney I* / Grd 21 | Attorney II* / Grd 22 | \$52,187.79 | \$54,797.18 | Career Ladder. Pay is between min and midpoint of pay grade. |
| County Atty | 207** | Attorney I* / Grd 21 | Attorney II* / Grd 22 | \$52,187.79 | \$54,797.18 | Career Ladder. Pay is between min and midpoint of pay grade. |
| * Actual vs Authorized ** Authorized slot is green-circled. PBO confirmed funding. *** Slot removed from green-circled table. PBO confirmed funding. | | | | | | |

| PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS | | | | |
|--|---|---------------------------|---|--|
| Dept. (From) | Slot – Position Title – Grade – Salary | Dept. (To) | Slot – Position Title – Grade – Salary | Comments |
| District Atty | Slot 170 / Legal Secretary / Grd 15 / \$37,448.75 | Criminal Justice Planning | Slot 63 / Legal Secretary Sr / Grd 16 / \$40,000.00 | Promotion. Pay is between min and midpoint of pay grade. |
| * Actual vs Authorized | | | | |

| PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS | | | | |
|--|--|-------------------|---|--|
| Dept. (From) | Slot – Position Title – Grade – Salary | Dept. (To) | Slot – Position Title – Grade – Salary | Comments |
| JP Pct 2 | Slot 4 / Court Clerk I / Grd 13 / \$29,501.26 | JP Pct 2 | Slot 4 / Court Clerk I / Grd 13 / \$31,501.00 | Salary adjustment. Pay is between min and midpoint of pay grade. |
| JP Pct 2 | Slot 7 / Court Clerk II / Grd 15 / \$37,076.91 | JP Pct 2 | Slot 7 / Court Clerk II / Grd 15 / \$39,076.91 | Salary adjustment. Pay is between min and midpoint of pay grade. |
| JP Pct 2 | Slot 27 / Court Clerk I / Grd 13 / \$35,102.53 | JP Pct 2 | Slot 27 / Court Clerk I / Grd 13 / \$37,102.53 | Salary adjustment. Pay is between min and midpoint of pay grade. |
| JP Pct 2 | Slot 29 / Court Clerk I / Grd 13 / \$30,401.26 | JP Pct 2 | Slot 29 / Court Clerk I / Grd 13 / \$32,401.26 | Salary adjustment. Pay is between min and midpoint of pay grade. |
| Sheriff | Slot 1360 / Building Maint Worker Sr* / Grd 11 / \$33,800.64 | Sheriff | Slot 1780 / Building Maint Worker Sr / Grd 11 / \$33,800.64 | Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay. |
| TNR | Slot 106 / Engineering Div Mgr / Grd 28 / \$86,948.86 | TNR | Slot 106 / Engineering Div Mgr / Grd 28 / \$96,609.85 | Salary adjustment. Pay is between min and midpoint of pay grade. |
| * Actual vs Authorized | | | | |

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAY 21 PM 2:11

18

Voting Session: May 26, 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 ON PROPOSED PUBLIC INPUT PROCESS FOR THE NEW TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE AND RELATED ISSUES.

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:

- Danny Hobby, Executive Manager, Emergency Services, 4-4416
- Rodney Rhoades, Executive Manager, PBO, 4-9106
- Cyd V. Grimes, C.P.M., Purchasing Agent, 4-9700
- John R. Hille, Jr., Assistant County Attorney, 4-9415
- Dr. David Dolinak, Chief Medical Examiner, 4-9599
- Beth Devery, Chief Administrative Officer, 4-6885
- Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department, 4-9661
- Leslie Stricklan, AIA, Senior Project Manager, FMD, 4-4778
- Jorge Talavera, Purchasing Agent Asst., Purchasing Office, 4-9762

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



FACILITIES MANAGEMENT DEPARTMENT

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


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

MEMORANDUM

FMD Project: MEDEX-05-09R-XN

File No.: 101

TO: The Commissioners Court

VIA: Alicia Perez,  Executive Manager, Administrative Operations

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

DATE: May 20, 2009

SUBJECT: Proposed Neighborhood Meeting Process for the New Travis County Medical Examiner's Office

Proposed Motion:

Consider and take appropriate action on the neighborhood meetings process for the site selection for the new Travis County Medical Examiner's Office and associated issues.

Summary and Staff Recommendation:

On May 19, 2009, Commissioners Court voted to include "public support" as one of the selection criteria for sites to be considered for a new Travis County Medical Examiners Office.

Facilities Management requests that the Commissioners Court give directions on the neighborhood meeting process to obtain public input on potential sites for the new Travis County Medical Examiner's Office. Refer to the attached proposed Neighborhood Meeting process outline. If the Commissioners Court wishes, neighborhood meetings could begin with those neighborhood associations and other organizations. It is also staff recommendation that we would begin this process with the site priority listing that was developed after the site reviews of both County owned and non-County owned properties.

Staff also seeks input from the Commissioners Court on the proposed meeting process, which is based on past successful processes used by FMD for the Precinct One Office Building, and by HHS for the Community Development Block Grant programs.

Background:

In 2007, a two phase search for possible sites for a new Travis County Medical Examiner's Office was conducted at the direction of Commissioners Court. Staff defined the site search criteria, which were approved by Commissioners Court as follows:

- Six acre site with a developable area of at least 3.5 acres

- Access to primary roadways, without passing through residential area.
- Industrial or commercial zoning and surrounding uses, away from residential areas
- All utilities provided at the site, with GAATN access within five miles.
- Location within 13 mile radius of downtown Austin
- Location near a primary hospital/medical facility.

Staff selected and visited six County-owned sites in May 2007. These sites were presented to Commissioners Court in June and July 2007. Staff selected and visited ten non-County-owned sites in November 2007, out of a list of 29 sites presented by the broker. Information on the 29 sites is available on request.

In February 2006, Commissioners Court received the Travis County Forensic Center Report, which showed the need for a new Medical Examiner's facility, based on growing case load in the then-current 45 county service area in addition to Travis County. The service area reduced to 42 counties (in addition to Travis County) in 2007, when Concho, Bell and Lampasas did not renew their inter-local agreements. Since 2006, there have been only 10 cases from Bell County and none from Concho and Lampasas.

The existing 3-story, 14,600 GSF building at 1213 Sabine Street, behind Brackenridge Hospital, was built in 1996 to house the Chief Medical Examiner and staff including two other pathologists. The interior was renovated in 2007 and 2008 to provide space for two additional pathologists and accommodate other staff and operational changes needed to increase efficiency and move towards conformance with N.A.M.E. accreditation standards.

The eleven medical examiners offices in Texas are in the following counties:
Harris, Nueces, Lubbock, El Paso, Collin, Galveston, Tarrant, Dallas, Bexar, Travis and Webb.

Required Authorizations:

Legal: N/A
Purchasing: N/A
Budget: N/A

Exhibits:

- 1) Neighborhood process



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

Project No: MEDEX-05-09R-XN

File: 105

Proposed Neighborhood Meeting Process for Medical Examiner Project

April 17, 2009

Purpose of the Meetings:

- Neighborhood meetings will be held to obtain community input prior to Commissioners Court decision on selecting a possible site for a new Medical Examiner facility. The meetings will inform the citizens, understand their concerns and provide a forum for discussion about what a new facility could be like and what impacts it might or might not have on the surrounding neighborhood.
- FMD will schedule the meetings to provide timely input for the project, with the anticipated number of meetings and general time frame agreed in advance with the County Judge and the Commissioner of the affected precinct.

Preparation for the Meetings:

- FMD will invite the County Judge and the Commissioner for that precinct to participate in the meetings and to have the opportunity to speak or introduce people as they wish.
- FMD will coordinate the specific meeting dates and times with the elected officials and representatives of other County departments who plan to attend, including the Medical Examiners Office, Emergency Services, Administrative Operations and the Planning and Budget Office.
- FMD will select a meeting location which is appropriately sized and conveniently located to the majority of those invited, and which is accessible, located near a public transit stop, and has suitable parking. FMD, with assistance from the Commissioner's office, will coordinate permission to use the meeting location as needed. FMD will make arrangements for providing and setting up meeting equipment such as easels, projectors, public address, lecturn, tables, chairs, etc.
- FMD will prepare an agenda for the meeting with input from the participating officials and County staff. FMD, with assistance from the Medical Examiner, will coordinate and produce any exhibits or handouts needed for the meeting, such as large format mounted maps, photos, charts, etc. FMD will prepare talking points on relevant issues, reflecting concerns raised at earlier meetings. FMD will prepare survey forms if they are to be used.

- **The County will not provide food and drink** at the meetings. However, it is desirable that interested individuals may provide snacks and water or soft drinks at their own expense. Refreshments support good meeting participation and foster a positive atmosphere. FMD will determine if there are restrictions on food and drink for the meeting location, and make arrangements for clean-up after the meeting.

Notification of the Meetings:

- FMD will distribute flyers to neighbors residing within a 500 foot radius of the possible site, as City of Austin requires for rezoning, whether or not rezoning is anticipated.
- FMD will also post flyers at appropriate community centers as determined with the office of the Commissioner of that precinct and with the County Judge.
- FMD will send flyers by surface mail or email to community groups as determined with the office of the Commissioner of that precinct and with the County Judge.
- FMD will coordinate posting the meeting notice to the Travis County website www.co.travis.tx.us and displaying on the Travis County public access TV.

Conduct of the Meetings:

- FMD will ensure that the meeting location set-up is completed on time.
- FMD will provide a sign-in sheet with the categories Name, Department/Organization, Telephone Number, Email and Mailing Address. The sign-in sheet will be scanned into a pdf file after the meeting and included with the meeting documentation.
- The County Judge or Commissioner will open the meeting. The FMD Director will introduce the County participants who, in turn, will make the presentation according to the agenda, followed by question and answer period. The closing of the meeting will summarize the concerns raised and the anticipated time frame for follow-up actions or future meetings. All attendees will be thanked for their time and interest.
- FMD will document the concerns, information requests and other action items raised in the meeting. FMD will distribute and collect surveys from the meeting attendees, if surveys are being used.

Access to Information:

- County contact point (name, phone, and email) for information about the meetings will be included with any meeting notice. Contact point for information about the project will also be displayed on the County website.

TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

Please consider the following item for: Voting Session May 26, 2009

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of April 2009.
- C. Approved by: _____
Signature of Commissioner or Judge.

- II. A. Copies reports delivered to Commissioners on Thursday, May 14, 2009.
- B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No X Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

- _____ Additional funding for your department.
- _____ Transfer of funds within your department budget.
- _____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

09 MAY 14 PM 2:04
RECEIVED
COUNTY JUDGE'S OFFICE

✓

23

RECEIVED
COUNTY JUDGE'S OFFICE
VS#
MAY 18 PM 2:49

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

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

VOTING SESSION May 26, 2009 EXEC. SESSION _____

I. A. Request made by _____

Susan Spataro, County Auditor PH# 49125

B. Requested Text:



Receive and discuss as necessary the First Revenue Estimate for the FY 2010 Budget Process

County Judge or Commissioner

II. A. Is backup material attached: Yes No

Any backup material to be presented to the Court must be submitted with this Agenda Request (original and eight copies)

B. Have the agencies affected by this request been invited to attend the Voting Session?
Yes No Please list those contacted and their phone numbers:

Rodney D. Rhoades, Exec Mgr, PBO X 49465
Leroy Nellis, Budget Manager X 49066

III. PERSONNEL

_____ A change in your department's personnel

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

All agenda requests and backup materials must be submitted to County Judge's office by Monday, 5:00 p.m. for next week's meeting.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court
From: Susan Spataro *Susan*
County Auditor
Subject: First Revenue Estimate for FY 2010
Date: May 18, 2009

Attached is the First Revenue Estimate for this summer's budget process. As in years past, this is a broad-brush estimate for the General Fund only. We have not yet had time to analyze in any detail all the information submitted to us from the county's offices and departments; but, making use of current year forecasts, we believe that we can give you a useful first look at next year's resources.

THE PROCESS

The format should be familiar to you: it is generally the same layout that we used for our estimate in February. There are two parts: in the first section, we forecast the ending balance for FY 2009; in the second, we estimate resources available to you for next year.

For FY 2010 Current Property Taxes, we have gotten a first run of the Tax Office's tax model based upon the information that we have at the present. Our approach for Other Revenues for next year is to start with the forecasted revenue for this year and amend it for known significant differences to reflect what we think will be next year's revenue.

FY 2009 FORECAST

The General Fund available balance as of April 30th was \$207.7 million. We are forecasting current revenues for the year to be \$389 million, of which \$315.1 million already has been collected. PBO is forecasting total expenditures and encumbrances of approximately \$413.3 million. On April 30th \$229.5 million had already been obligated, leaving an additional \$183.8 million to be spent during the final five months of the fiscal

year. Taken together, the Fund Balance plus additional revenues less additional expenditures gives us an estimated ending balance of \$54.4 million to carry over as the beginning balance for FY 2010. This figure is about \$3.2 million less than the budgeted figure for the current fiscal year.

FY 2010 REVENUE

The tax revenue for next budget year is \$322.6 million; and this number is based upon an M&O tax rate of 35.27 cents, an increase of 1.33 cents from the FY 2009 rate. The total tax rate at this point is 42.35 cents which is set at 3% above the Effective Tax Rate (ETR), as requested by PBO.

Let me note that our estimate of Current Property Tax revenue estimate is based upon our being conservative in estimating next year's actual revenue. With the economy in a downturn, I think that that is the prudent position at this time. At the same time, there are many unknowns regarding next year's tax revenue:

- We are two months from receiving the Appraisal District's (TCAD) certified value.
- We have no updated rolling stock number from the State Comptroller
- There is not yet a new construction value for the Waller Creek TIF area available from TCAD.
- The values used for calculating the Samsung and The Domain tax rebates are not final.
- Any changes in the debt service schedule for next year will likely affect the ETR

The Other Revenues takes the \$73.9 million forecasted amount for this year and makes adjustments. Some major items:

- We are assuming that Interest revenue will decrease further during FY 2010.
- With Fine revenue less than we had estimated, we have allowed for a lower transfer to the General Fund from the Road & Bridge Fund.
- At this point, we are including no General Fund revenue for elections. It is exceedingly difficult to predict how much money we will receive and in which fiscal year it will arrive.

Other Revenue, then, we estimate to be just over \$70 million for FY 2010. At this point, we are estimating next year's General Fund resources to be just over \$447 million. This represents a decrease on a budget-to-budget basis of \$4.08 million.

Let me stress that this is the first of several estimates that we will make during the FY 2010 budget process. We have tried to be conservative; but if I see that we have not been cautious enough, I will make amendments in later revenue estimates. However, I hope that this First Estimate gives you adequate financial framework for your early discussions.

attachment

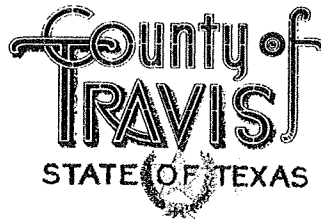
FIRST GENERAL FUND REVENUE ESTIMATE FOR FY 2010

[At 35.27 cents, as requested by PBO]

| FY 2009 | | FY 2010 | |
|--|-------------------------|--|-----------------------|
| <hr/> | | <hr/> | |
| Appropriatable Fund Balance 4/30/09 | \$ 207,709,438 | Est. Fund Balance 10/1/09 | \$ 54,437,685 |
| | | | |
| Forecasted: | | Plus: New Revenues | |
| Current Property Taxes | \$ 315,107,883 | Current Property Taxes | \$ 322,627,710 |
| Other Revenues | <u>73,954,066</u> | Other Revenues | <u>70,003,478</u> |
| Forecasted Total Revenues | \$ 389,061,949 | Estimated New Revenues | \$ 392,631,188 |
| | | | |
| Less: Revenues YTD | (358,519,422) | <hr/> Estimated Resources FY 2010 | \$ 447,068,873 |
| Plus: Additional Revenues | \$ 30,542,527 | Budget-to-Budget Decrease | \$ (4,080,441) |
| | | | |
| Forecasted: | | | |
| Total Expenditures & Encumbrances (from PBO) | 413,267,668 | | |
| Expenditures & Encumbrances YTD | <u>(229,453,388)</u> | | |
| Additional Expenditures | 183,814,280 | | |
| | | | |
| Less: Additional Expenditures | \$ (183,814,280) | | |
| | | | |
| Estimated Fund Balance 9/30/09 | \$ 54,437,685 | | |



24 ✓



NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

May 15, 2009

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Please consider the following item for May 25, 2009.

- I. A. Request made by Nelda Wells Spears Phone 854-9704
Patti Smith Phone 854-9268
- B. Requested Text: Request Commissioners Court to authorization for Travis County Assessor/Collector to deposit monies collected, under Article 103.004(a) of the Code of Criminal Procedure, into the County Treasury not later than the seventh regular business day after the date that the money is collected.

C. Approved By: _____

- II. A. Is backup material Attached: Yes – original with eight copies

- B. Have agencies affected been invited? Yes

Alicia Perez, Executive Manager / 49343
Susan Spataro, County Auditor / 49125
Christian Smith, Planning & Budget / 49106

- III. Personnel – No Change

- IV. Budget Requests – No action needed

RECEIVED
COUNTY JUDGES OFFICE
09 MAY 19 AM 9:37

ORIGINAL



NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

MEMORANDUM

DATE: May 18, 2009

TO: Commissioners Court

FROM: Nelda Wells Spears
Patti M. Smith

SUBJECT: Agenda Request

The Tax Office is requesting approval by the Commissioners Court to make deposits by the seventh regular business day, the same as J.P.'s. Currently, due to a delayed receipt of monies from credit cards, the deposits are made on the fourth regular business day, which is outside of the time required by the Code of Criminal Procedure.

Agenda Request: Consider and take appropriate action to authorize the Office of the Travis County Tax Assessor/Collector (Tax Office) to deposit monies collected, under Article 103.004(a) of the Code of Criminal Procedure, for J.P. and County Clerk fines and fees, into the county treasury not later than the seventh regular business day after the date that the money is collected.

Background: The Travis County Tax Office has been advised by the County Auditors that we are in violation of the Code of Criminal Procedure, Article 103.004, *Disposition of Collected Money*, subsection (a). This violation was noted as a “control weakness” in the *Report of Findings and Recommendations*, dated September 25, 2008. These recommendations were the result of our annual audit by the County Auditors.

This particular control weakness states that the Tax Office is not compliant with Article 103.004 (a) of the Code of Criminal Procedure, *Disposition of Collected Money*, which states:

“Except as provided by subsections (b) and (c), an officer who collects recognizances, bail bonds, fines, forfeitures, judgments, jury fees and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the county treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the county treasury by that date, the officer shall deposit the money in the county treasury as soon as possible, but not later than the third regular business day after the date the money is collected.”

Currently, the Tax Office collects J.P. and County Clerk fines and fees and does not disburse them until the fourth business day after collection. The reason it is handled this way is because under our current computer system, the method of payment cannot be broken out into cash, checks and credit cards for each day. Therefore, since the Tax Office does not receive the collection on the credit cards until the fourth business day, that is when the entire day’s disbursements are made. This puts the Tax Office in violation of the above-mentioned Article in the Code of Criminal Procedure.

Summary: In order to eliminate this control weakness noted in the *Report of Findings and Recommendations*, we have determined three possible alternatives to help resolve this situation.

1. As stated in the “Management Response” to the County Auditors regarding the above mentioned control weakness, we have requested programming from our software vendor to provide a mechanism to allow for separating daily credit card collections from cash/check collections. Currently, all collections are grouped together by day and cannot be divided out by credit card, cash or check. Therefore, the total day’s disbursement is distributed all at one time, at the earliest possible time, which is four business days after the date of collection.

According to the company who handles our programming needs, the cash outlay for the programming update would be for approximately 80 hours of programming at \$150/hour. The total cost would be \$12,000.

2. The Tax Office could request a "slush fund" to be established so that the monies collected through credit card transactions could be distributed the next business day, which would be at least three business days before the tax office received the funds from the credit card company. This 'fund' would give us the liquidity to make the timely distributions. The amount of the fund would be dependent on what the highest dollar amount of credit card payments is in a day, multiplied by three days, and with a cushion, so that there won't be any shortfalls.
3. The tax office could obtain authorization from Commissioners' Court (see Code of Criminal Procedure, Article 103.004(b), to deposit the money in the county treasury not later than the seventh regular business day after the date that the money is collected.

This same type of situation was presented to the Commissioners' Court in April of 2002, by Justice of the Peace Precincts 1 – 5. The J.P.'s were asking for authorization to extend the distribution period to seven days instead of three. The J.P.'s received approval on Monday, April 16, 2002 for their request, which was first visited on Monday, April 9, 2002.

Staff Recommendation: The Tax Office recommends approval by the Commissioners' Court for the money collected as fines and fees for the J.P.'s and County Clerk to be deposited in the county treasury not later than the seventh regular business day after the date that the money is collected, as allowed by the Code of Criminal Procedure, Article 103.004 *Disposition of Collected Money*, subsection (b), which states:

The commissioners' court of a county may authorize an officer who is required to deposit money under Subsection (a) to deposit the money in the county treasury not later than the seventh regular business day after the date that the money is collected.

This would be the easiest and most cost efficient alternative for the tax office and the county. As a result of this particular action, there will be no out-of-pocket cost to the county. The Tax Office will still be disbursing funds to the J.P.'s and County Clerk's offices on a daily basis and the fourth business day distribution will no longer be in violation of the Code of Criminal Procedure.

Attachments:

1. Code of Criminal Procedure, Article 103.004, "Disposition of Collected Money"
2. "Tax Office Report of Findings and Recommendations #08-05;" Attachment B' from the county auditors.
3. Spreadsheets for the month of March 2009, showing all credit card payments, when they were made and when we actually received the money for them.
4. Travis County Commissioners' Court Minutes from April 9, 2002 and April 16, 2002. They include the items addressing the request and approval of the seventh business day extension for the distribution of funds for the J.P.'s instead of the three business days.

The Code of Criminal Procedure

Article 103.004 Disposition of Collected Money

(a) Except as provided by Subsections (b) and (c), an officer who collects recognizances, bail bonds, fines, forfeitures, judgments, jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the county treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the county treasury by that date, the officer shall deposit the money in the county treasury as soon as possible, but not later than the third regular business day after the date that the money is collected.

(b) The commissioners court of a county may authorize an officer who is required to deposit money under Subsection (a) to deposit the money in the county treasury not later than the seventh regular business day after the date that the money is collected.

(c) The commissioners court of a county with a population of less than 50,000 may authorize an officer who is required to deposit money under Subsection (a) to deposit the money in the county treasury not later than the 30th day after the date that the money is collected.

(d) The custodian of the county treasury shall deposit money received from fees imposed under Article 102.012 in the special fund of the county treasury for the community supervision and corrections department serving the county.

Added by Acts 1985, 69th Leg., ch. 269, Sec. 1, eff. Sept. 1, 1985.
Amended by Acts 1990, 71st Leg., 6th C.S., ch. 25, Sec. 21, eff. June 18, 1990; Acts 1999, 76th Leg., ch. 1462, Sec. 1, eff. Sept. 1, 1999.

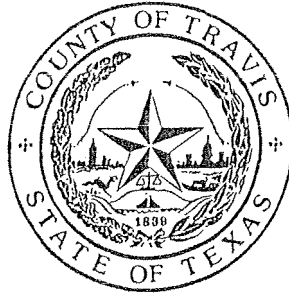
Tax Office
Report of Findings and Recommendations
08-05

Report Date: September 25, 2008
Issue Date: December 5, 2008

6/01/07
5/31/08

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX 78767
(512) 854-9125
FAX: (512) 854-9164

September 25, 2008
Travis County Tax Office
08-05

Report of Findings and Recommendations

Nelda Wells-Spears
Travis County Tax Assessor/Collector

Scheduled as part of our statutory requirements, the Revenue and Internal Controls Auditing Division of the Travis County Auditor's Office has completed an examination of the Travis County Tax Assessor/Collector's Office. We conducted our examination in accordance with applicable statutes governing the County Auditor's Office and those relating to County financial and accounting protocols. As a result of our examination, we are providing this report on our findings and recommendations.

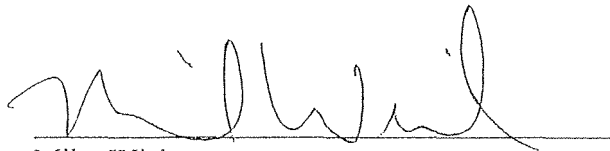
Our examination of this office included an assessment of the adequacy and effectiveness of the overall system of internal controls in place for the Tax Office's accounting system during the period June 1, 2007 to May 31, 2008. This included examinations of controls over handling and managing collections, liabilities, receivables, bank reconciliations and fixed assets. This also included an examination of receipts and deposits to verify compliance with statutes and internal policies and procedures. Our work was based on applying sampling procedures to office records and on verbal and written representations from this office. Sampling relates to examining, on a test basis, evidence supporting the amounts and disclosures in the financial records and statements. The use of sampling techniques would not necessarily disclose all matters in the Tax Office's financial records and internal controls that might be material weaknesses or misstatements. In regards to the written and verbal representations made by this office, unless otherwise noted in this report, office management maintains that the assertions we relied upon in the examination were correct to the best of their knowledge.

Based upon our examination, we gave the system of internal controls for this functional area a rating of "Adequate." This rating indicates that within the Tax Office, the overall solid system of internal controls outweighs the relative number of minor or more serious findings. In order for this office's overall internal control environment to function at an optimal level, these selected controls should be improved. See Attachment A for an explanation of our grading system for the overall control environment.

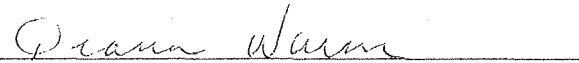
The control weaknesses we noted relate to court cost assessments on delinquent property tax sales, NSF checks receivable, and timely remission of fines and fees revenue. Details of these issues, our recommendations, and management's responses to these issues can be found in Attachment B. Immediately after the title of each control issue listed in these attachments, we have placed our assessment of the severity of that particular issue in parenthesis. These items are assessed as having "Most Serious," "Serious," or "Less Serious" significance.

A copy of this office's financial statements for May 31, 2008 is provided in Attachment C; the express purpose of presenting these financial statements and the appropriate findings is to comply with applicable local government code statutes and to provide internal control feedback to Travis County officials. These financial statements have not currently been audited by Travis County's external auditors.

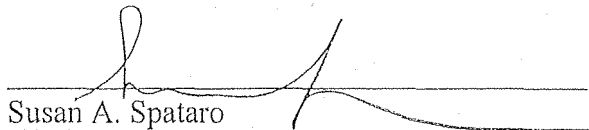
These findings and recommendations are intended solely for the information and use of management and the Commissioners' Court. We greatly appreciate the cooperation and assistance received from the management and staff of the Tax Office during this examination. Please contact our office if you have any questions or concerns regarding this report.



Mike Wichern
Chief Assistant County Auditor II - Revenue
and Internal Controls Auditing



Diana Warner
First Assistant County Auditor



Susan A. Spataro
Travis County Auditor

Examination Team

Joe Marshall, Senior Auditor
David Jungerman
Enrique Barroso
Joanne Englund
Lisa Denton
Art Kelley
Mack Kreps
Cathy Sefcik
Woody Whitten
Vanessa Robles

cc: Report Distribution

Wilford Flowers, Judge, 147th Judicial District
Margaret A. Cooper, Judge, 353rd Judicial District
John K. Dietz, Judge, 250th Judicial District
Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4
Dusty Knight, Chief Deputy Tax Assessor - Collector
Rodney Rhoades, Executive Manager, Planning and Budget Office
Nicki Riley, County Auditor's Office
Blain Keith, County Auditor's Office
Report File

EXECUTIVE SUMMARY

Functional Area:

The Travis County Tax Assessor/Collector's Office is responsible for assessing, recording, tracking, collecting, posting, and disbursing property taxes. In addition, this office tracks, stores and disburses vehicle license plates and tags; they also collect, track, and disburse the fees collected when these tags and plates are issued. Tax Office accounting personnel are responsible for making deposits and disbursements of the funds collected as well as reconciling the office bank accounts and producing the office financial schedules and statements. In addition, the Tax Office voluntarily performs the collection function for criminal fines, fees, and court costs associated with misdemeanor criminal cases assessed by the County Courts at Law; disbursing the collected funds to the applicable parties.

Prior Examination Significant Findings (#07-13, Dated October 31, 2007):

There were no significant findings noted.

Objectives of Current Examination (Period: June 1, 2007 to May 31, 2008):

The scope of this examination included an assessment of receipts and disbursements to verify compliance with statutes and internal policies and procedures. In addition, we evaluated controls over internal functions responsible for assessing court costs, handling and managing collections, refunds, accounts receivable, accounts payable, and fixed assets.

Current Examination – Significant Findings:

There were no significant findings noted.

Overall Opinion (See Transmittal Letter for Specifics):

The system of internal controls in place for this functional area was rated "Adequate."

Internal Controls Rating Key

| Rating Designation | Rating Description |
|----------------------------------|---|
| Good | Well established internal controls with few, if any, minor exceptions |
| Adequate | Overall solid system of internal controls outweighs the relative number of minor or more serious findings |
| Requires Improvement | Weaknesses exist that negatively impact the overall system of internal controls |
| Requires Significant Improvement | Significant number of weaknesses that negatively impact the overall system of internal controls |
| Inadequate | Existing overall system of internal control is ineffective |

Note: A good internal control system reduces the risk of errors, defalcations, and misappropriations of funds. Weak internal control systems provide an environment in which errors, defalcations, and misappropriations of funds can go undetected.

ATTACHMENT B

1. Court Cost Assessments on Delinquent Property Tax Sales (Serious)

During the month of May 2008, 11 properties were set for sale due to non-payment of property taxes and auctioned for a total selling price of \$74,060. We reviewed the case files related to 5 of the auctioned properties with a total sale price of \$46,600 noting that the EZ Tax System reflects an incorrect fee amount of \$26 for the Constable's deed execution. Per fee schedules, effective January 1, 2007 this fee increased from \$26 to \$30; however, the Tax Office transferred only \$26 for these properties.

Significance:

Entering and assessing incorrect amounts into the EZ Tax System can cause court cost fees to be collected incorrectly and cause funds due to Travis County Offices and other agencies to be under or over disbursed. Court costs are required to be assessed and collected under a specific methodology as required by statute.

Recommendation:

We recommend that the correct amount for all applicable charges and assessments be entered into the EZ Tax System so that the correct amount of funds can be collected by all applicable offices and agencies. Court cost assessment protocols should be improved to ensure these fees are assessed properly thereby staying in compliance with statutes.

Management Response:

When made aware of the correct fee, staff corrected all fee tables and pending fees. Staff has been instructed to verify new fee schedules on January 1 of each year in the future and to correct all fee tables.

2. NSF Checks Receivable (Less Serious)

During our review of Tax Office Accounts Receivable we noted the following issues related to the Motor Vehicle Hot Checks in Collections account, which totaled \$32,016.43 on May 31, 2008. While the current check acceptance procedures adequately require enough personal information about the check writer for subsequent collection, previous check acceptance procedures did not require sufficient information, creating the current receivable balance. The total amount of NSF checks, which have been outstanding in excess of one year as of May 31, 2008, is \$28,009.12. This is made up of \$3,966.90 from the Mapper system and \$24,042.22 from the RTS system. Please note that the Auditor's Office is currently reviewing the tracking and accounting presentation of NSF checks receivable. Any changes made will be communicated to your office as applicable.

Significance:

The collectibility of NSF checks diminishes with time. NSF checks that have been outstanding for more than two years are most likely not collectible. Collection of these NSF checks helps to ensure more accurate financial statement reporting.

Recommendation:

We recommend that the Tax Office attempt to collect the NSF checks receivable from the original payee if possible. Any of these NSF checks receivable that cannot be recollected from the applicable payee should be recollected from other appropriate sources such as the general fund or risk management.

Management Response:

Traditional collection efforts have been performed regarding all of these checks with limited success. This included turning the checks over to the Sheriff's Department as called for under the Texas Traffic Laws.

In October 2005 we requested that the State Comptroller give us a funds adjustment (reimburse us) for the uncollectable amounts. That request was denied on December 29, 2005. Accordingly, the County Attorney, at our request, requested a Redetermination Hearing under the Comptroller's rules. This resulted in a Position Letter from the Comptroller's Assistant General Counsel for Administrative Hearings on August 24, 2006 denying about two-thirds of our claim.

In Concurrence with the County Attorney's advice we rejected the Comptroller's position and on September 8th requested a formal hearing. That hearing was held on December 1, 2006. On January 10, 2007 the Administrative Law Judge issued his Proposed Comptroller's Decision basically upholding the Position Letter. As provided by the Comptroller's Rules the County Attorney filed exceptions to the decision, which were disposed of (denied) on February 16, 2007. The final Comptroller's Decision was signed on May 20, 2008. A Motion for Rehearing was denied on August 21, 2008.

The County Attorney met with the Commissioner's Court on September 16, 2008 and it was determined to file a lawsuit in the Travis County District Courts seeking a Declaratory Judgment in the favor of the Tax Assessor Collector. The lawsuit was filed on November 3, 2008.

A similar matter has only been to the District Court level once before and died due to procedural issues and lack of jurisdiction. We believe that our prospects of prevailing and setting a precedent in this matter are very good.

If we do not win we will ask the Commissioners' Court for budgetary funds to cover these uncollectable items and a budget line item for such items in the future.

3. Revenue Remittance (Less Serious)

During the examination period, the Tax Office issued 15,350 receipts totaling \$1,789,781 related to JP fines and fees and 16,895 receipts totaling \$2,659,202 related to County Clerk fines and fees. We randomly tested 73 JP receipts totaling \$9,554 and 73 County Clerk receipts totaling \$11,392 noting the following:

For both JP and County Clerk collections, the money related to the receipts is not remitted to the Treasurer until 4 days after receipt in order to allow the credit card funds to be received from the credit card merchant. Therefore, while the money related to credit card collections will get

remitted within one business day, cash, checks, etc. are not remitted until 4 days after receipt (amounts are remitted to the Treasurer as a whole).

Significance:

The item noted above is significant because collections for criminal fines should be deposited in a timely manner in order to be in compliance with Article 103.004 (a) of the Code of Criminal Procedure, Disposition of Collected Money, which states:

“Except as provided by Subsections (b) and (c), an officer who collects recognizances, bail bonds, fines, forfeitures, judgments, jury fees and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the county treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the county treasury by that date, the officer shall deposit the money in the county treasury as soon as possible, but not later than the third regular business day after the date the money is collected”.

Recommendations:

Based on the noted significance, we recommend the following that deposits to the Treasurer’s Office should be made in timely manner in order to be in compliance with Article 103.004 (a) of the Code of Criminal Procedure.

Management Response:

We have requested programming from our software vendor to provide a mechanism to allow for separating daily credit card disbursements and cash disbursements. This will allow for deposits of the cash disbursements to be made timely, not having to wait for the credit card collection. This software will be implemented when received and tested.

Tax Office
Statement of Fiduciary Assets and Liabilities
Agency Fund
May 31, 2008

Assets

| | |
|--------------------------|-----------------------|
| Cash | \$ 2,130,489 |
| Certificates of deposit | - |
| Investments | 15,863,403 |
| Interest receivable | - |
| Accounts receivable, net | <u>533,167</u> |
| Total assets | <u>18,527,059</u> |

Liabilities

| | |
|--|------------------------|
| Other liabilities | 12,373,787 |
| Civil and probate deposits | - |
| Cash and surety bond deposits combined | - |
| Due to other governmental entities | <u>6,153,272</u> |
| Total liabilities | <u>18,527,059</u> |
| Net Assets | <u><u>\$ -</u></u> |

NOTE: The express purpose of presenting this financial statement and the appropriate findings is to comply with applicable local government code statutes and to provide internal control feedback to Travis County officials. This financial statement has not currently been audited by Travis County's external auditors.

Summary

HAMER CARD TRANSACTIONS March 2009

If there are no transactions, PLEASE enter a zero

| DATE | MV/TITLES | PT | FF | CHAVEZ | FRY(So.Lamar | OAKHILL | JP FF 1 | JP FF 2 | JP FF 3 | JP FF 4 | JP FF 5 | MV Lag | PT Lag | PREV LAG | Credit CB | EXCEL | TOTAL | CLRD | 25.00 | from pre. Mon. | | | |
|--------------|-------------------|-------------------|-------------------|-----------------|------------------|------------------|------------------|------------------|-----------------|-----------------|-----------------|---------------|------------------|------------------|-------------|-------------------|-------------------|-----------|----------|----------------|----------|----------|--|
| 03/02/09 | 29,321.90 | 5,124.65 | 3,783.00 | 495.50 | 5,024.67 | 2,894.19 | 3,101.00 | 496.33 | 415.50 | 508.00 | 0.00 | 0.00 | 6,058.91 | 546.00 | | | 51,164.74 | 56,677.65 | * 6-Mar | 29.30 | 612.33 | Internet | |
| 03/03/09 | 23,474.53 | 1,552.51 | 6,076.00 | 212.30 | 3,168.86 | 1,202.90 | 228.34 | 961.00 | 0.00 | 163.00 | 0.00 | 0.00 | 6,058.91 | 6,058.91 | | | 37,039.44 | 37,039.44 | * 9-Mar | | 915.34 | Internet | |
| 03/04/09 | 24,603.57 | 6,304.88 | 4,370.00 | 201.24 | 3,383.77 | 1,125.46 | 831.00 | 150.00 | 0.00 | 140.00 | 0.00 | 0.00 | 0.00 | 6,058.91 | | | 41,109.92 | 35,051.01 | * 10-Mar | (54.30) | 646.00 | Internet | |
| 03/05/09 | 20,122.18 | 548.47 | 2,958.00 | 0.00 | 1,064.84 | 2,100.75 | 481.00 | 2,301.00 | 0.00 | 168.25 | 0.00 | 40.00 | 9,800.72 | - | | | 29,744.49 | 39,585.21 | * 11-Mar | | 1,940.00 | Internet | |
| 03/06/09 | 25,249.29 | 9,900.04 | 8,251.00 | 97.30 | 2,325.63 | 1,099.24 | 1,105.00 | 1,759.66 | 199.50 | 0.00 | 250.00 | 0.00 | 519.78 | 9,840.72 | | | 50,236.66 | 40,915.72 | * 12-Mar | | 2,342.50 | Internet | |
| 03/07/09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,246.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | | | 1,246.39 | 1,246.39 | * 12-Mar | | | Internet | |
| 03/09/09 | 25,550.01 | 11,726.95 | 3,805.00 | 0.00 | 1,195.83 | 4,051.70 | 665.00 | 822.00 | 50.00 | 408.00 | 554.00 | 10.00 | 5,842.72 | 519.78 | | | 48,828.49 | 54,161.43 | * 13-Mar | 521.00 | 1,965.00 | Internet | |
| 03/10/09 | 23,600.83 | 10,746.19 | 8,957.00 | 0.00 | 2,371.38 | 1,075.60 | 548.00 | 177.00 | 129.00 | 0.00 | 0.00 | 0.00 | 214.56 | 5,852.72 | | | 47,605.00 | 41,966.84 | * 16-Mar | | 804.00 | Internet | |
| 03/11/09 | 17,322.84 | 543.22 | 4,124.00 | 635.48 | 491.69 | 1,039.31 | 453.00 | 893.00 | 150.00 | 151.50 | 0.00 | 0.00 | 0.00 | 214.56 | | | 25,804.04 | 25,589.48 | * 17-Mar | | 809.00 | Internet | |
| 03/12/09 | 31,892.84 | 3,504.33 | 4,352.00 | 352.38 | 1,372.53 | 844.34 | 0.00 | 475.00 | 100.00 | 0.00 | 0.00 | 50.00 | 213.67 | - | | | 42,893.42 | 43,157.09 | * 18-Mar | | 575.00 | Internet | |
| 03/13/09 | 19,279.77 | 413.67 | 9,952.00 | 59.48 | 3,442.36 | 1,497.78 | 800.34 | 1,954.00 | 100.00 | 110.00 | 230.00 | 0.00 | 40,938.75 | 263.57 | | | 37,839.40 | 78,514.48 | * 19-Mar | | 1,979.00 | Internet | |
| 03/14/09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 696.33 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | | | 696.33 | 696.33 | * 19-Mar | | | Internet | |
| 03/16/09 | 21,014.37 | 43,760.73 | 4,506.00 | 287.80 | 1,283.91 | 675.18 | 470.67 | 110.00 | 0.00 | 210.00 | 110.00 | 0.00 | 1,205.10 | 40,938.75 | | | 72,428.66 | 32,695.01 | * 20-Mar | | 900.67 | Internet | |
| 03/17/09 | 23,988.55 | 2,373.89 | 2,251.00 | 0.00 | 1,971.02 | 1,741.94 | 683.00 | 1,040.00 | 416.00 | 83.50 | 0.00 | 0.00 | 67.63 | 1,205.10 | | | 34,548.90 | 33,411.43 | * 23-Mar | (29.20) | 1,003.50 | Internet | |
| 03/18/09 | 24,232.27 | 5,821.80 | 2,180.00 | 0.00 | 602.12 | 1,170.10 | 1,861.00 | 806.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 67.63 | | | 36,673.29 | 36,605.66 | * 24-Mar | (54.30) | 806.00 | Internet | |
| 03/19/09 | 14,401.62 | 251.83 | 4,337.00 | 118.52 | 4,196.41 | 915.60 | 240.00 | 201.00 | 44.00 | 124.00 | 0.00 | 90.00 | 350.00 | - | | | 24,829.98 | 25,269.98 | * 25-Mar | (54.00) | 259.00 | Internet | |
| 03/20/09 | 20,909.66 | 1,534.76 | 4,619.00 | 1,210.10 | 2,705.95 | 1,878.13 | 806.00 | 194.00 | 100.00 | 50.00 | 301.00 | 0.00 | 0.00 | 440.00 | | | 34,308.60 | 33,868.60 | * 26-Mar | (118.00) | 702.00 | Internet | |
| 03/21/09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 648.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | | | 648.14 | 648.14 | * 26-Mar | | | Internet | |
| 03/23/09 | 39,681.58 | 24.12 | 6,389.00 | 949.53 | 1,622.60 | 980.73 | 388.00 | 1,052.00 | 0.00 | 100.00 | 25.00 | 0.00 | 0.00 | - | | | 51,212.56 | 51,212.56 | * 27-Mar | (100.00) | 1,141.00 | Internet | |
| 03/24/09 | 16,156.41 | 2,433.69 | 2,162.00 | 58.60 | 724.67 | 1,004.68 | 595.00 | 727.67 | 0.00 | 554.50 | 0.00 | 0.00 | 8,000.34 | - | | | 24,417.22 | 32,417.56 | * 30-Mar | | | Internet | |
| 03/25/09 | 20,061.70 | 10,310.15 | 5,463.00 | 129.11 | 5,816.62 | 911.14 | 205.00 | 0.00 | 120.00 | 137.00 | 521.00 | 0.00 | 0.00 | 8,000.34 | | | 43,674.72 | 35,674.38 | * 31-Mar | 298.74 | 467.00 | Internet | |
| 03/26/09 | 19,293.12 | 997.23 | 2,486.00 | 0.00 | 1,892.89 | 387.24 | 1,065.00 | 673.00 | 100.00 | 252.00 | 220.00 | 0.00 | 0.00 | - | | | 27,366.48 | 27,366.48 | * 1-Apr | (400.74) | 760.00 | Internet | |
| 03/27/09 | 23,428.58 | 2,558.44 | 5,762.00 | 0.00 | 3,233.02 | 1,059.43 | 532.00 | 222.50 | 393.41 | 240.00 | 0.00 | 40.00 | 0.00 | - | | | 37,429.38 | 37,469.38 | * 2-Apr | (50.00) | 956.91 | Internet | |
| 03/28/09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 636.83 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | | | 636.83 | 636.83 | * 2-Apr | | | Internet | |
| 03/30/09 | 37,284.88 | 6,876.75 | 4,673.00 | 118.16 | 1,805.02 | 1,358.42 | 650.00 | 1,235.00 | 0.00 | 552.25 | 0.00 | 0.00 | 400.00 | 40.00 | | | 54,555.48 | 54,915.48 | * 3-Apr | (223.50) | 1,284.25 | Internet | |
| 03/31/09 | 27,187.36 | 9,286.47 | 4,749.00 | 100.00 | 13,446.73 | 1,001.40 | 921.00 | 1,854.00 | 134.00 | 202.00 | 0.00 | 0.00 | 0.00 | 400.00 | | | 58,881.98 | 58,481.98 | * 6-Apr | | 2,637.33 | Internet | |
| | | | | | | | | | | | | | | | | | 0.00 | 0.00 | | | | | |
| | | | | | | | | | | | | | | | | | 0.00 | 0.00 | | | | | |
| | | | | | | | | | | | | | | | | | 0.00 | 0.00 | | | (220.00) | | |
| TOTAL | 498,735.98 | 131,472.12 | 102,422.00 | 4,530.00 | 58,117.85 | 30,348.76 | 13,528.35 | 17,607.83 | 2,035.91 | 3,646.00 | 2,211.00 | 230.00 | 73,612.18 | 79,901.09 | 0.00 | 864,655.80 | 858,596.89 | | | | | | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

04/06/2009

| Business of | | 03/31/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|------|
| Account Name | FINES AND FEES OTC | \$ | 4,749.00 | \$ 4,749.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 27,187.38 | \$ 27,187.38 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 8,886.47 | \$ 8,886.47 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 921.00 | \$ 921.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 1,854.00 | \$ 1,854.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 134.00 | \$ 134.00 | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 202.00 | \$ 202.00 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 13,446.73 | \$ 13,446.73 | 0.00 |
| Account Name | OAKHILL | \$ | 1,001.40 | \$ 1,001.40 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 100.00 | \$ 100.00 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 58,481.98 | 58,481.98 | |
| ACTUAL CHARGES | | | 58,481.98 | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

04/03/2009

| Business of | | 03/30/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|----------|
| Account Name | FINES AND FEES OTC | \$ | 4,673.00 | \$ 4,673.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 37,244.88 | \$ 37,244.88 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 7,278.75 | \$ 7,278.75 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 650.00 | \$ 650.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 1,235.00 | \$ 1,235.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 328.75 | \$ 552.25 | (223.50) |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 1,805.02 | \$ 1,805.02 | 0.00 |
| Account Name | OAKHILL | \$ | 1,358.42 | \$ 1,358.42 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 118.16 | \$ 118.16 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 54,691.98 | 54,915.48 | |
| ACTUAL CHARGES | | | 54,915.48 | (223.50) | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

04/02/2009

| Business of | | 03/28/09 | | | | |
|----------------------------|---------------------------|---------------|--------|---------------|--------|------|
| Account Name | FINES AND FEES OTC | \$ | - | \$ | - | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | - | \$ | - | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ | - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | - | \$ | - | 0.00 |
| Account Name | OAKHILL | \$ | 636.83 | \$ | 636.83 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | - | \$ | - | 0.00 |
| DAILY DEPOSIT TOTAL | | 636.83 | | 636.83 | | |
| ACTUAL CHARGES | | 636.83 | | 0.00 | | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

04/02/2009

| | Business of | | 03/27/09 |
|----------------------------|--------------------------------------|------------------|-------------------|
| Account Name | FINES AND FEES OTC | \$ 5,762.00 | \$ 5,762.00 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ 23,468.58 | \$ 23,468.58 0.00 |
| Account Name | PROPERTY TAX OTC | \$ 2,558.44 | \$ 2,558.44 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ 532.00 | \$ 532.00 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ 222.50 | \$ 222.50 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ 393.41 | \$ 393.41 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ 190.00 | \$ 240.00 (50.00) |
| Account Name | JP COURT FINES & FEES V | \$ - | \$ - 0.00 |
| Account Name | FRY (S LAMAR) | \$ 3,233.02 | \$ 3,233.02 0.00 |
| Account Name | OAKHILL | \$ 1,059.43 | \$ 1,059.43 0.00 |
| Account Name | CESAR CHAVEZ | \$ - | \$ - 0.00 |
| DAILY DEPOSIT TOTAL | | 37,419.38 | 37,469.38 |
| ACTUAL CHARGES | | 37,469.38 | (50.00) |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

04/02/2009

| Business of | | | | 03/26/09 |
|----------------------------|---------------------------|----|------------------|-----------------------|
| Account Name | FINES AND FEES OTC | \$ | 2,384.00 | \$ 2,486.00 (102.00) |
| Account Name | MOTOR VEHICLE OTC | \$ | 18,994.38 | \$ 19,293.12 (298.74) |
| Account Name | PROPERTY TAX OTC | \$ | 997.23 | \$ 997.23 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 1,065.00 | \$ 1,065.00 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 673.00 | \$ 673.00 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 100.00 | \$ 100.00 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 252.00 | \$ 252.00 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | 220.00 | \$ 220.00 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 1,892.89 | \$ 1,892.89 0.00 |
| Account Name | OAKHILL | \$ | 387.24 | \$ 387.24 0.00 |
| Account Name | CESAR CHAVEZ | \$ | - | \$ - 0.00 |
| DAILY DEPOSIT TOTAL | | | 26,965.74 | 27,366.48 |
| ACTUAL CHARGES | | | 27,366.48 | (400.74) |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/31/2009

| | Business of | | 03/25/09 |
|----------------------------|--------------------------------------|------------------|---------------------|
| Account Name | FINES AND FEES OTC | \$ 5,463.00 | \$ 5,463.00 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ 20,360.44 | \$ 20,061.70 298.74 |
| Account Name | PROPERTY TAX OTC | \$ 2,309.81 | \$ 2,309.81 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ 205.00 | \$ 205.00 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ - | \$ - 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ 120.00 | \$ 120.00 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ 137.00 | \$ 137.00 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ 521.00 | \$ 521.00 0.00 |
| Account Name | FRY (S LAMAR) | \$ 5,816.62 | \$ 5,816.62 0.00 |
| Account Name | OAKHILL | \$ 911.14 | \$ 911.14 0.00 |
| Account Name | CESAR CHAVEZ | \$ 129.11 | \$ 129.11 0.00 |
| DAILY DEPOSIT TOTAL | | 35,973.12 | 35,674.38 |
| ACTUAL CHARGES | | 35,674.38 | 298.74 |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/30/2009

| Business of | | 03/24/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|------|
| Account Name | FINES AND FEES OTC | \$ | 2,162.00 | \$ 2,162.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 16,156.41 | \$ 16,156.41 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 10,434.03 | \$ 10,434.03 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 595.00 | \$ 595.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 727.67 | \$ 727.67 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 554.50 | \$ 554.50 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 724.67 | \$ 724.67 | 0.00 |
| Account Name | OAKHILL | \$ | 1,004.68 | \$ 1,004.68 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 58.60 | \$ 58.60 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 32,417.56 | 32,417.56 | |
| ACTUAL CHARGES | | | 32,417.56 | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/27/2009

| Business of | | | | 03/23/09 |
|----------------------------|---------------------------|----|------------------|------------------|
| Account Name | FINES AND FEES OTC | \$ | 6,389.00 | \$ 6,389.00 |
| | | | | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 39,681.58 | \$ 39,681.58 |
| | | | | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 24.12 | \$ 24.12 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 388.00 | \$ 388.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 1,052.00 | \$ 1,052.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ - |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | - | \$ 100.00 |
| | | | | (100.00) |
| Account Name | JP COURT FINES & FEES V | \$ | 25.00 | \$ 25.00 |
| | | | | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 1,622.60 | \$ 1,622.60 |
| | | | | 0.00 |
| Account Name | OAKHILL | \$ | 980.73 | \$ 980.73 |
| | | | | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 949.53 | \$ 949.53 |
| | | | | 0.00 |
| DAILY DEPOSIT TOTAL | | | 51,112.56 | 51,212.56 |
| ACTUAL CHARGES | | | 51,212.56 | (100.00) |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/26/2009

| | Business of | 03/21/09 |
|----------------------------|--------------------------------------|---------------|
| Account Name | FINES AND FEES OTC | 0.00 |
| | \$ - \$ - | |
| Account Name | MOTOR VEHICLE OTC | 0.00 |
| | \$ - \$ - | |
| Account Name | PROPERTY TAX OTC | 0.00 |
| | \$ - \$ - | |
| Account Name | JP COURT FINES & FEES I | 0.00 |
| | \$ - \$ - | |
| Account Name | JP COURT FINES & FEES II | 0.00 |
| | \$ - \$ - | |
| Account Name | JP COURT FINES & FEES III | 0.00 |
| | \$ - \$ - | |
| Account Name | JP COURT FINES & FEES IV | 0.00 |
| | \$ - \$ - | |
| Account Name | JP COURT FINES & FEES V | 0.00 |
| | \$ - \$ - | |
| Account Name | FRY (S LAMAR) | 0.00 |
| | \$ - \$ - | |
| Account Name | OAKHILL | 0.00 |
| | \$ 648.14 \$ 648.14 | |
| Account Name | CESAR CHAVEZ | 0.00 |
| | \$ - \$ - | |
| DAILY DEPOSIT TOTAL | | 648.14 |
| ACTUAL CHARGES | | 0.00 |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/26/2009

| | Business of | | 03/20/09 |
|----------------------------|--------------------------------------|------------------|--------------------|
| Account Name | FINES AND FEES OTC | \$ 4,619.00 | \$ 4,619.00 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ 20,819.66 | \$ 20,819.66 0.00 |
| Account Name | PROPERTY TAX OTC | \$ 1,184.76 | \$ 1,184.76 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ 806.00 | \$ 806.00 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ 194.00 | \$ 194.00 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ 100.00 | \$ 100.00 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ 50.00 | \$ 50.00 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ 183.00 | \$ 301.00 (118.00) |
| Account Name | FRY (S LAMAR) | \$ 2,705.95 | \$ 2,705.95 0.00 |
| Account Name | OAKHILL | \$ 1,878.13 | \$ 1,878.13 0.00 |
| Account Name | CESAR CHAVEZ | \$ 1,210.10 | \$ 1,210.10 0.00 |
| DAILY DEPOSIT TOTAL | | 33,750.60 | 33,868.60 |
| ACTUAL CHARGES | | 33,868.60 | (118.00) |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/25/2009

| | Business of | | 03/19/09 |
|----------------------------|--------------------------------------|------------------|-------------------|
| Account Name | FINES AND FEES OTC | \$ 4,337.00 | \$ 4,337.00 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ 14,491.62 | \$ 14,491.62 0.00 |
| Account Name | PROPERTY TAX OTC | \$ 601.83 | \$ 601.83 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ 240.00 | \$ 240.00 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ 201.00 | \$ 201.00 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ 44.00 | \$ 44.00 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ 60.00 | \$ 124.00 (64.00) |
| Account Name | JP COURT FINES & FEES V | \$ - | \$ - 0.00 |
| Account Name | FRY (S LAMAR) | \$ 4,196.41 | \$ 4,196.41 0.00 |
| Account Name | OAKHILL | \$ 915.60 | \$ 915.60 0.00 |
| Account Name | CESAR CHAVEZ | \$ 118.52 | \$ 118.52 0.00 |
| DAILY DEPOSIT TOTAL | | 25,205.98 | 25,269.98 |
| ACTUAL CHARGES | | 25,269.98 | (64.00) |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/24/2009

| | Business of | | 03/18/09 |
|----------------------------|--------------------------------------|------------------|----------------------|
| Account Name | FINES AND FEES OTC | \$ 2,180.00 | \$ 2,180.00 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ 24,177.97 | \$ 24,232.27 (54.30) |
| Account Name | PROPERTY TAX OTC | \$ 5,754.17 | \$ 5,754.17 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ 1,861.00 | \$ 1,861.00 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ 806.00 | \$ 806.00 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ - | \$ - 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ - | \$ - 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ - | \$ - 0.00 |
| Account Name | FRY (S LAMAR) | \$ 602.12 | \$ 602.12 0.00 |
| Account Name | OAKHILL | \$ 1,170.10 | \$ 1,170.10 0.00 |
| Account Name | CESAR CHAVEZ | \$ - | \$ - 0.00 |
| DAILY DEPOSIT TOTAL | | 36,551.36 | 36,605.66 |
| ACTUAL CHARGES | | 36,605.66 | (54.30) |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/23/2009

| | Business of | | 03/17/09 |
|----------------------------|--------------------------------------|------------------|--------------------|
| Account Name | FINES AND FEES OTC | \$ 2,251.00 | \$ 2,251.00 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ 24,042.85 | \$ 23,988.55 54.30 |
| Account Name | PROPERTY TAX OTC | \$ 1,236.42 | \$ 1,236.42 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ 683.00 | \$ 683.00 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ 1,040.00 | \$ 1,040.00 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ 416.00 | \$ 416.00 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ - | \$ 83.50 (83.50) |
| Account Name | JP COURT FINES & FEES V | \$ - | \$ - 0.00 |
| Account Name | FRY (S LAMAR) | \$ 1,971.02 | \$ 1,971.02 0.00 |
| Account Name | OAKHILL | \$ 1,741.94 | \$ 1,741.94 0.00 |
| Account Name | CESAR CHAVEZ | \$ - | \$ - 0.00 |
| DAILY DEPOSIT TOTAL | | 33,382.23 | 33,411.43 |
| ACTUAL CHARGES | | 33,411.43 | (29.20) |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/20/2009

| Business of | | 03/16/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|------|
| Account Name | FINES AND FEES OTC | \$ | 4,506.00 | \$ 4,506.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 21,014.37 | \$ 21,014.37 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 4,027.08 | \$ 4,027.08 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 470.67 | \$ 470.67 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 110.00 | \$ 110.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 210.00 | \$ 210.00 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | 110.00 | \$ 110.00 | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 1,283.91 | \$ 1,283.91 | 0.00 |
| Account Name | OAKHILL | \$ | 675.18 | \$ 675.18 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 287.80 | \$ 287.80 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 32,695.01 | 32,695.01 | |
| ACTUAL CHARGES | | | 32,695.01 | 0.00 | |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/19/2009

| Business of | | 03/14/09 | | | | |
|----------------------------|---------------------------|----------|---------------|----|---------------|------|
| Account Name | FINES AND FEES OTC | \$ | - | \$ | - | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | - | \$ | - | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ | - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | - | \$ | - | 0.00 |
| Account Name | OAKHILL | \$ | 696.33 | \$ | 696.33 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | - | \$ | - | 0.00 |
| DAILY DEPOSIT TOTAL | | | 696.33 | | 696.33 | |
| ACTUAL CHARGES | | | 696.33 | | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/19/2009

| Business of | | | | 03/13/09 |
|----------------------------|---------------------------|----|------------------|------------------|
| Account Name | FINES AND FEES OTC | \$ | 9,952.00 | \$ 9,952.00 |
| | | | | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 19,229.77 | \$ 19,229.77 |
| | | | | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 41,138.75 | \$ 41,138.75 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 800.34 | \$ 800.34 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 1,954.00 | \$ 1,954.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 100.00 | \$ 100.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 110.00 | \$ 110.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | 230.00 | \$ 230.00 |
| | | | | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 3,442.36 | \$ 3,442.36 |
| | | | | 0.00 |
| Account Name | OAKHILL | \$ | 1,497.78 | \$ 1,497.78 |
| | | | | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 59.48 | \$ 59.48 |
| | | | | 0.00 |
| DAILY DEPOSIT TOTAL | | | 78,514.48 | 78,514.48 |
| ACTUAL CHARGES | | | 78,514.48 | 0.00 |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/18/2009

| Business of | | 03/12/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|------|
| Account Name | FINES AND FEES OTC | \$ | 4,352.00 | \$ 4,352.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 31,942.84 | \$ 31,942.84 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 3,718.00 | \$ 3,718.00 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 475.00 | \$ 475.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 100.00 | \$ 100.00 | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 1,372.53 | \$ 1,372.53 | 0.00 |
| Account Name | OAKHILL | \$ | 844.34 | \$ 844.34 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 352.38 | \$ 352.38 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 43,157.09 | 43,157.09 | |
| ACTUAL CHARGES | | | 43,157.09 | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/17/2009

| Business of | | 03/11/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|------|
| Account Name | FINES AND FEES OTC | \$ | 4,124.00 | \$ 4,124.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 17,322.84 | \$ 17,322.84 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 328.66 | \$ 328.66 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 453.00 | \$ 453.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 893.00 | \$ 893.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 150.00 | \$ 150.00 | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 151.50 | \$ 151.50 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 491.69 | \$ 491.69 | 0.00 |
| Account Name | OAKHILL | \$ | 1,039.31 | \$ 1,039.31 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 635.48 | \$ 635.48 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 25,589.48 | 25,589.48 | |
| ACTUAL CHARGES | | | 25,589.48 | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/16/2009

| Business of | | | | | 03/10/09 | |
|----------------------------|---------------------------|----|------------------|----|------------------|--------|
| Account Name | FINES AND FEES OTC | \$ | 8,957.00 | \$ | 8,957.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 23,590.83 | \$ | 23,590.83 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 5,118.03 | \$ | 5,118.03 | (0.00) |
| Account Name | JP COURT FINES & FEES I | \$ | 548.00 | \$ | 548.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 177.00 | \$ | 177.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 129.00 | \$ | 129.00 | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ | - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 2,371.38 | \$ | 2,371.38 | 0.00 |
| Account Name | OAKHILL | \$ | 1,075.60 | \$ | 1,075.60 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | - | \$ | - | 0.00 |
| DAILY DEPOSIT TOTAL | | | 41,966.84 | | 41,966.84 | |
| ACTUAL CHARGES | | | 41,966.84 | | 0.00 | |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/13/2009

| Business of | | | | 03/09/09 |
|----------------------------|---------------------------|----|------------------|------------------|
| Account Name | FINES AND FEES OTC | \$ | 3,805.00 | \$ 3,805.00 |
| | | | | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 25,560.01 | \$ 25,560.01 |
| | | | | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 17,049.89 | \$ 17,049.89 |
| | | | | (0.00) |
| Account Name | JP COURT FINES & FEES I | \$ | 665.00 | \$ 665.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 822.00 | \$ 822.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 50.00 | \$ 50.00 |
| | | | | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 929.00 | \$ 408.00 |
| | | | | 521.00 |
| Account Name | JP COURT FINES & FEES V | \$ | 554.00 | \$ 554.00 |
| | | | | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 1,195.83 | \$ 1,195.83 |
| | | | | 0.00 |
| Account Name | OAKHILL | \$ | 4,051.70 | \$ 4,051.70 |
| | | | | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | - | \$ - |
| | | | | 0.00 |
| DAILY DEPOSIT TOTAL | | | 54,682.43 | 54,161.43 |
| ACTUAL CHARGES | | | 54,161.43 | 521.00 |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/12/2009

| Business of | | 03/07/09 | | | | |
|----------------------------|---------------------------|----------|-----------------|----|-----------------|------|
| Account Name | FINES AND FEES OTC | \$ | - | \$ | - | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | - | \$ | - | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ | - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | - | \$ | - | 0.00 |
| Account Name | OAKHILL | \$ | 1,246.39 | \$ | 1,246.39 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | - | \$ | - | 0.00 |
| DAILY DEPOSIT TOTAL | | | 1,246.39 | | 1,246.39 | |
| ACTUAL CHARGES | | | 1,246.39 | | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/12/2009

| Business of | | 03/06/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|----------|
| Account Name | FINES AND FEES OTC | \$ | 8,251.00 | \$ 8,251.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 25,099.20 | \$ 25,209.29 | (110.09) |
| Account Name | PROPERTY TAX OTC | \$ | 729.19 | \$ 619.10 | 110.09 |
| Account Name | JP COURT FINES & FEES I | \$ | 1,105.00 | \$ 1,105.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 1,759.66 | \$ 1,759.66 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 199.50 | \$ 199.50 | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | 250.00 | \$ 250.00 | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 2,325.63 | \$ 2,325.63 | 0.00 |
| Account Name | OAKHILL | \$ | 1,099.24 | \$ 1,099.24 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 97.30 | \$ 97.30 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 40,915.72 | 40,915.72 | |
| ACTUAL CHARGES | | | 40,915.72 | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/11/2009

| Business of | | 03/05/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|------|
| Account Name | FINES AND FEES OTC | \$ | 2,958.00 | \$ 2,958.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 20,162.18 | \$ 20,162.18 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 10,349.19 | \$ 10,349.19 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 481.00 | \$ 481.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 2,301.00 | \$ 2,301.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 168.25 | \$ 168.25 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 1,064.84 | \$ 1,064.84 | 0.00 |
| Account Name | OAKHILL | \$ | 2,100.75 | \$ 2,100.75 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | - | \$ - | 0.00 |
| DAILY DEPOSIT TOTAL | | | 39,585.21 | 39,585.21 | |
| ACTUAL CHARGES | | | 39,585.21 | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/10/2009

| Business of | | 03/04/09 | | | | |
|----------------------------|---------------------------|----------|-----------|----|-----------|---------|
| Account Name | FINES AND FEES OTC | \$ | 4,370.00 | \$ | 4,370.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 24,549.27 | \$ | 24,603.57 | (54.30) |
| Account Name | PROPERTY TAX OTC | \$ | 245.97 | \$ | 245.97 | (0.00) |
| Account Name | JP COURT FINES & FEES I | \$ | 831.00 | \$ | 831.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 150.00 | \$ | 150.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ | - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 140.00 | \$ | 140.00 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ | - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 3,383.77 | \$ | 3,383.77 | 0.00 |
| Account Name | OAKHILL | \$ | 1,125.46 | \$ | 1,125.46 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 201.24 | \$ | 201.24 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 34,996.71 | | 35,051.01 | |
| ACTUAL CHARGES | | | 35,051.01 | | (54.30) | |

TRAVIS COUNTY TAX OFFICE OTC PAYMENTS

03/09/2009

| Business of | | 03/03/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|--------|
| Account Name | FINES AND FEES OTC | \$ | 6,076.00 | \$ 6,076.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 23,474.53 | \$ 23,474.53 | 0.00 |
| Account Name | PROPERTY TAX OTC | \$ | 1,552.51 | \$ 1,552.51 | (0.00) |
| Account Name | JP COURT FINES & FEES I | \$ | 228.34 | \$ 228.34 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 961.00 | \$ 961.00 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | - | \$ - | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 163.00 | \$ 163.00 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 3,168.86 | \$ 3,168.86 | 0.00 |
| Account Name | OAKHILL | \$ | 1,202.90 | \$ 1,202.90 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 212.30 | \$ 212.30 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 37,039.44 | 37,039.44 | |
| ACTUAL CHARGES | | | 37,039.44 | 0.00 | |

**TRAVIS COUNTY TAX OFFICE
OTC PAYMENTS**

03/06/2009

| Business of | | 03/02/09 | | | |
|----------------------------|---------------------------|----------|------------------|------------------|-------|
| Account Name | FINES AND FEES OTC | \$ | 3,783.00 | \$ 3,783.00 | 0.00 |
| Account Name | MOTOR VEHICLE OTC | \$ | 29,351.20 | \$ 29,321.90 | 29.30 |
| Account Name | PROPERTY TAX OTC | \$ | 10,637.56 | \$ 10,637.56 | 0.00 |
| Account Name | JP COURT FINES & FEES I | \$ | 3,101.00 | \$ 3,101.00 | 0.00 |
| Account Name | JP COURT FINES & FEES II | \$ | 496.33 | \$ 496.33 | 0.00 |
| Account Name | JP COURT FINES & FEES III | \$ | 415.50 | \$ 415.50 | 0.00 |
| Account Name | JP COURT FINES & FEES IV | \$ | 508.00 | \$ 508.00 | 0.00 |
| Account Name | JP COURT FINES & FEES V | \$ | - | \$ - | 0.00 |
| Account Name | FRY (S LAMAR) | \$ | 5,024.67 | \$ 5,024.67 | 0.00 |
| Account Name | OAKHILL | \$ | 2,894.19 | \$ 2,894.19 | 0.00 |
| Account Name | CESAR CHAVEZ | \$ | 495.50 | \$ 495.50 | 0.00 |
| DAILY DEPOSIT TOTAL | | | 56,706.95 | 56,677.65 | |
| ACTUAL CHARGES | | | 56,677.65 | 29.30 | |

MINUTES – APRIL 9, 2002

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 9th day of April, 2002, the Commissioners' Court convened the regular Voting Session at 9:14 AM in the Commissioners' Courtroom, 1st Floor of the Travis County Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Melissa Velasquez.

The Commissioners' Court recessed the Voting Session at 11:59 AM.

The Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, called to order the Voting Session at 1:39 PM and adjourned at 1:39 PM.

The Commissioners' Court, meeting as the Travis County Housing Finance Corporation, called to order the Voting Session at 1:39 PM and adjourned at 1:48 PM.

The Commissioners' Court reconvened the regular Voting Session at 1:48 PM.

The Commissioners' Court retired to Executive Session at 2:35 PM.

The Commissioners' Court reconvened the Voting Session at 4:17 PM.

The Commissioners' Court adjourned the Voting Session at 4:28 PM.

Ibem

29

RESOLUTIONS & PROCLAMATIONS

- 1. APPROVE PROCLAMATION DESIGNATING APRIL 10, 2002 AS "RETIRED SENIOR VOLUNTEER DAY" IN TRAVIS COUNTY. (9:16 AM)

Members of the Court heard from: Fred Lugo, Manager, Retired Senior Volunteer Program (RSVP), Travis County Health and Human Services (TCHHS); and Arlene Tillman, Director, Administrative Services, TCHHS.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 1.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

- 2. APPROVE RESOLUTION RECOGNIZING THE FIVE RECIPIENTS OF THE RSVP TRAVIS COUNTY SENIOR SERVICE AWARDS. (9:20 AM)

Members of the Court heard from: Fred Lugo, Manager, Retired Senior Volunteer Program (RSVP), TCHHS; and Kathryn Cox, RSVP Volunteer.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 2.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

3. APPROVE PROCLAMATION RECOGNIZING EMILY RICHTER FOR HER CONTRIBUTIONS AND BEING SELECTED AS ONE OF KVUE'S ANNUAL "FIVE KIDS WHO CARE". (9:24 AM)

Members of the Court heard from: Betty Robertson, County Extension Agent, Agricultural Extension, TCHHS.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 3.

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Karen Sonleitner yes
 Precinct 3, Commissioner Margaret Moore yes
 Precinct 4, Commissioner Margaret J. Gómez yes

4. APPROVE RESOLUTION RECOGNIZING THE LYNDON BAINES JOHNSON HIGH SCHOOL CHOIR. (9:29 AM)

Members of the Court heard from: Lisa Jenkins, Director, Lyndon Baines Johnson High School Choir; and Arlene Tillman, Director, Administrative Services, TCHHS.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 4.

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Karen Sonleitner yes
 Precinct 3, Commissioner Margaret Moore yes
 Precinct 4, Commissioner Margaret J. Gómez yes

5. APPROVE RESOLUTION RECOGNIZING ELECTIONS SYSTEMS AND SOFTWARE, INC. FOR OUTSTANDING PUBLIC SERVICE TO TRAVIS COUNTY. (COUNTY CLERK) (9:33 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Judge Biscoe and seconded by Commissioner Moore to approve Item 5, and to authorize the County Clerk to extend heartfelt gratitude to this company.

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Karen Sonleitner yes
 Precinct 3, Commissioner Margaret Moore yes
 Precinct 4, Commissioner Margaret J. Gómez yes

CITIZENS COMMUNICATION

Members of the Court heard from: Phillip Sanchez, Command Sergeant Major, 363rd Quartermaster Battalion, Army Reserve; Alicia Perez, Executive Manager, Administrative Operations; Roger El Khoury, Director, Facilities Management; Lavern Rodriguez, Executive Director, Extend A Care for Kids; Maria Aleman, Member, Extend A Care Board of Directors; Rick Rivera, Austin Films Incorporated, Member, Austin Area Human Services Association; Larry Wise, Chair, Extend A Care Board of Directors; Kenneth Snyder, Northridge Acres; Trek English, President, North East Action Group; John Hutchinson, President, Walnut Place Neighborhood Association; Kristina Kubek, Secretary, Walnut Place Neighborhood Association; Maria Ingram, Travis County Resident; Don Smith, Fire Chief, Travis County Fire Patrol; Laura Salgado, Cadet, Travis County Fire Patrol Class 2; Jesus Lemus, Cadet, Travis County Fire Patrol Class 2; Juan Ramirez, Cadet, Travis County Fire Patrol Class 2; Aaron Abeita, Cadet, Travis County Fire Patrol Class 2; Jason Pack, Cadet, Travis County Fire Patrol Class 2; Justin Henninger, Cadet, Travis County Fire Patrol Class 2; Denise Perot, Cadet, Travis County Fire Patrol Class 2; John Rios, Cadet, Travis County Fire Patrol Class 2; Andres Mejia, Cadet, Travis County Fire Patrol Class 2; Joe Robinson, Cadet, Travis County Fire Patrol Class 2; Trent Koenings, Cadet, Travis County Fire Patrol Class 2; Jaime Rodriguez, Cadet, Travis County Fire Patrol Class 2; Curtis Vacek, Cadet, Travis County Fire Patrol Class 2; Aaron Ricks, Cadet, Travis County Fire Patrol Class 2; Margaret Moore, Travis County Commissioner Precinct 3; and Carl Aglio, Executive Assistant, Travis County Commissioner Precinct 3. (9:35 AM)

CONSENT ITEMS

Motion by Commissioner Gómez and seconded by Commissioner Sonleitner to approve the following Consent Items: C1-C8, and Items 16, 17, 20.A, B, and C, 21, 22, 24, 24.A, 26.A, B, C, and D, 27, 32, and 34. (10:17 AM)

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Karen Sonleitner yes
Precinct 3, Commissioner Margaret Moore yes
Precinct 4, Commissioner Margaret J. Gómez yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
C2. AWARD BIDS FOR FOOD ITEMS FOR TRAVIS COUNTY CORRECTIONAL FACILITIES AND JUVENILE DETENTION SERVICES.
C3. APPOINT COLLEEN C. CHERRETT TO THE TRAVIS COUNTY CHILDRENS' PROTECTIVE SERVICES BOARD, TERM EFFECTIVE THROUGH APRIL 9, 2005. (REPLACING LILA MCCALL) (COMMISSIONER MOORE)
C4. APPOINT AIDA DOUGLAS TO THE TRAVIS COUNTY CHILDRENS' PROTECTIVE SERVICES BOARD, TERM EXPIRING MARCH 2003. (COMMISSIONER GOMEZ)
C5. APPROVE A PLAT FOR RECORDING IN PRECINCT THREE: TRAVIS SETTLEMENT BUSINESS PARK – (SHORT FORM PLAT – 9 LOTS – 29.996 ACRES – STATE HWY 71 – NO FISCAL REQUIRED – SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEWAGE FACILITY – OETJ). (COMMISSIONER MOORE)
C6. APPROVE SETTING A PUBLIC HEARING DATE OF APRIL 30, 2002 TO DISCUSS AND APPROVE A REVISION OF A PLAT AND APPROVE FOR RECORDING THE REVISED PLAT IN PRECINCT THREE: AMENDED PLAT OF LOTS 11 AND 12, BLOCK 'C', CYPRESS ACRES A, B, C, & D - (AMENDED PLAT - 2 LOTS – 2.859 ACRES – FM 2769 – NO FISCAL REQUIRED – TRAVIS COUNTY ON-SITE SEWAGE FACILITY – CITY OF AUSTIN ETJ). (COMMISSIONER MOORE)

CONSENT ITEMS CONTINUED

- C7. APPROVE SETTING A PUBLIC HEARING DATE OF APRIL 30, 2002 FOR APPROVAL OF A PROPOSED STREET NAME CHANGE FROM WEATHERLY LANE TO "CAPELLA TRAIL", MIRAPOSA COURT TO "MARIACHI COURT" AND VIA CORDORA COURT TO "VIA CORDOVA COURT" IN PRECINCT THREE. (COMMISSIONER MOORE)
- C8. APPROVE SETTING A PUBLIC HEARING DATE OF APRIL 30, 2002 FOR APPROVAL OF PROPOSED STREET NAME ASSIGNMENT TO "LAKESHORE POINTE" IN PRECINCT THREE. (COMMISSIONER MOORE)

TRANSPORTATION & NATURAL RESOURCES DEPT. ITEMS

- 6. CONSIDER REQUESTING THE CITY OF SUNSET VALLEY TO ANNEX FOR FULL-PURPOSE A PORTION OF BRODIE LANE RIGHT-OF-WAY FROM THEIR CITY LIMITS TO THE NORTH END OF WILLIAMSON CREEK BRIDGE IN PRECINCT THREE. (COMMISSIONER MOORE) (10:22 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR).

Discussion Only.

- 7. CONSIDER LETTER FROM SENATOR MADLA REGARDING SENATE BILL 1445 AND OTHER BILLS, AND TAKE APPROPRIATE ACTION. (10:25 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 7, including sending the letter to Senator Madla.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

- 8. CONSIDER PERFORMANCE OF SR DEVELOPMENT, INC. ON THE STONEY RIDGE SUBDIVISION PHASE A2 SECTION VI, AND THE PERFORMANCE BOND, AND TAKE APPROPRIATE ACTION. (COMMISSIONER GOMEZ) (10:35 AM)

Item 8 pulled from the Agenda.

- 9.
 - A. APPROVE A PHASING AGREEMENT WITH RH OF TEXAS, LIMITED PARTNERSHIP ESTABLISHING RESPONSIBILITIES RELATED TO THE DEVELOPMENT OF THE PARK AT BLACKHAWK SUBDIVISION. (COMMISSIONER SONLEITNER) (10:35 AM)
 - B. APPROVE A PRELIMINARY PLAN IN PRECINCT TWO – THE PARK AT BLACKHAWK – (PRELIMINARY PLAN – 338 LOTS – 90.93 ACRES – ROWE LANE – SEWAGE SERVICE TO BE PROVIDED BY LAKESIDE WCID 2-B - PFLUGERVILLE ETJ.)
 - C. APPROVE A CONSTRUCTION AGREEMENT AND APPROVAL OF A PLAT FOR RECORDING IN PRECINCT TWO: THE PARK AT BLACKHAWK SECTION 2 – (LONGFORM PLAT – 53 LOTS – 13.326 ACRES – SPEIDEL DRIVE – FISCAL POSTED WITH TRAVIS COUNTY - SEWAGE SERVICE TO BE PROVIDED BY LAKESIDE WCID 2-B - PFLUGERVILLE ETJ.) (COMMISSIONER SONLEITNER)

Clerk’s Note: Items 9.A, B, and C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Sonleitner **and seconded by** Commissioner Gómez to approve Items 9.A, B, and C.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

ITEM 10 CONTINUED

C. NEIGHBORHOOD RESIDENTS TO SERVE ON THE TYPE 2, 3 & 4 SOLID WASTE FACILITIES SUBCOMMITTEE; AND; (10:45 AM)

Members of the Court heard from: John Kuhl, Natural Resources Program Manager, TNR.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the members of the subcommittee, and to add the recommendations of Julie Moore and 1 or 2 members from David Samuelson’s list.

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

D. INDUSTRY REPRESENTATIVES TO SERVE ON THE TYPE 2, 3 & 4 SOLID WASTE FACILITIES SUBCOMMITTEE. (10:52 AM)

Members of the Court heard from: John Kuhl, Natural Resources Program Manager, TNR; Joyce Thorson, Treasurer, Walnut Place Neighborhood Association; and Trek English, President, North East Action Group.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve the members of the subcommittee from Item 10.B, and to add the recommendations of Mr. Rhodes from the City of Austin and Jeff Peckham of IESI.

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

11. CONSIDER RESPONSE FROM TEXAS DEPARTMENT OF TRANSPORTATION ON LOOP I NORTH PROJECT, AND TAKE APPROPRIATE ACTION. (10:59 AM) (2:35 PM) (4:17 PM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Judge Biscoe announced that Item 11 would be considered in Executive Session pursuant to Gov't Code Ann 551.071, Consultation with Attorney.

Motion by Commissioner Sonleitner and seconded by Judge Biscoe that we ask the County Attorney's Office and all other appropriate Staff to bring us back, as quickly as possible, a draft contract with Texas Department of Transportation (TxDOT) that mirrors the provisions of the Williamson County contract. Included within that is that we would agree to lift the cap on expenditures by the County if the State also lifts its cap, and we would be sharing any overages on a 50-50 basis; that this draft contract meet the constitutional requirements of the County, retaining the contractual control that it needs to; that Travis County commit to working proactively with our counterparts on the Staff and County Commissioners' Court level in Williamson County, to assist in some joint land acquisition strategies that would be helpful to the successful completion of this project; and that Staff work actively with Planning and Budget, related to having some flexibility related to how much this project might cost over what we already have budgeted; and the first place to be looking would be a potential Certificates of Obligations issuance that may be coming up quickly, related with SH130, to add that in there, and to also look in BGAP to see if there is also some backup dollars there.

Maker accept the Friendly Amendment by Judge Biscoe for the Court to get Joe Gieselman, Executive Manager, TNR to indicate to the Texas Turnpike Authority Staff that the County is favorably inclined to head toward 50% of the right-of-way acquisition costs.

Acceptance of the Friendly Amendment was made by Commissioner Sonleitner.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

ADMINISTRATIVE OPERATIONS ITEMS

14. A. CONSIDER REVISION TO TRAVIS COUNTY CODE, CHAPTER 10.015, EMPLOYMENT OF TEMPORARY EMPLOYEES, AND TAKE APPROPRIATE ACTION. (1:48 PM)
- B. CONSIDER FY 2002 REQUEST TO DESIGNATE CERTAIN FULL-TIME, SPECIAL PROJECT POSITIONS THAT ARE EXPECTED TO LAST FROM SIX MONTHS TO TWO YEARS, AS REGULAR POSITIONS FOR WHICH EMPLOYEES WOULD BE ELIGIBLE FOR BENEFITS, IN ACCORDANCE WITH THE PROPOSED REVISION OF TRAVIS COUNTY CODE, CHAPTER 10.015, EFFECTIVE IMMEDIATELY.

Clerk's Note: Items 14.A and B are associated with one another and were called for concurrent discussion.

Discussion Only.

Items 14.A and B to be reposted on April 16, 2002.

17. APPROVE PERSONNEL AMENDMENTS. (10:17 AM)

Clerk's Note: Item 17 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

18. CONSIDER RENEWAL OF SOCIAL SERVICE CONTRACT FOR CRIME PREVENTION INSTITUTE, INC., FROM JANUARY 1, 2002 THROUGH DECEMBER 31, 2002; CONTRACT WAS APPROVED ON 4/1/00, AND TAKE APPROPRIATE ACTION. (HHSD) (COMMISSIONER GOMEZ) (9:15 AM)

Item 18 postponed until April 16, 2002.

19. APPROVE CONTRACT NO. PS020148EF WITH CAPITAL AREA TRAINING FOUNDATION (CATF) FOR VOCATIONAL TRAINING TO TRAVIS COUNTY COMMUNITY JUSTICE CENTER CONFINEES. (COMMISSIONER DAVIS) (9:15 AM) (2:24 PM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent.

Motion by Judge Biscoe **and seconded by** Commissioner Sonleitner to approve Item 19.

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

20. APPROVE CONTRACT AWARDS FOR HARDWARE STORE ITEMS, IFB B020061-MP, TO THE FOLLOWING QUALIFIED BIDDERS: (COUNTYWIDE) (10:17 AM)

- A. GRAINGER, AUSTIN, TEXAS
- B. THE HOME DEPOT, AUSTIN, TEXAS
- C. LOWES, AUSTIN, TEXAS

Clerk's Note: Items 20.A, B, and C added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

21. APPROVE A 12-MONTH EXTENSION (MODIFICATION NO. 3) TO CONTRACT NO. 00T0268-LD, LEIF JOHNSON FORD TRUCK CITY FOR FORD OEM PARTS AND MAINTENANCE LABOR; CONTRACT APPROVED ON 6/20/00. (TNR) (COMMISSIONER GOMEZ) (10:17 AM)

Clerk's Note: Item 21 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

22. APPROVE A 12-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. 01T0163-RV, Z-NON ELECTRIC, INC. FOR ELECTRICAL SERVICES; CONTRACT APPROVED ON 6/12/01. (FACILITIES AND HHS-HOUSING SERVICES) (COMMISSIONER GOMEZ) (10:17 AM)

Clerk's Note: Item 22 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

23. CONSIDER CONTRACT AWARDS TO LANGFORD COMMUNITY MANAGEMENT SERVICES FOR WATER LINE PROJECTS FOR KENNEDY RIDGE AND PLOVER PLACE, AND TAKE APPROPRIATE ACTION. (COMMISSIONER DAVIS AND COMMISSIONER GOMEZ) (9:15 AM) (11:05 AM) (2:35 PM) (4:19 PM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; Miguel Esparza, Resident, Kennedy Ridge; Martin Rumbaugh, Water and Wastewater Engineering Manager, Loomis Austin; Gandolf Burrus, Representative of GDS; and John Hille, Assistant County Attorney.

Motion by Commissioner Gómez **and seconded by** Commissioner Sonleitner that the Court approve Staff recommendation to award the contract to Langford Community Management Services for Plover Place in the amount of \$22,320.00.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't Code Ann 551.071, Consultation with Attorney.

Item 23 to be reposted on April 16, 2002.

24. DISCLOSE RELATIONSHIP WITH KEY CONTRACTING PERSON (SPOUSE), DISCUSS AND APPROVE ORDER WAIVING THE REQUIREMENTS OF DISCRETIONARY CONTRACTS PURSUANT TO SECTION 32.004(f) OF THE TRAVIS COUNTY ETHICS POLICY FOR THE PURPOSE OF APPROVING CONTRACT NO. IL020141JW BETWEEN TRAVIS COUNTY AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION FOR MENTAL RETARDATION SERVICES - SAMUEL T. BISCOE. (HHSD) (COMMISSIONER GOMEZ) (10:17 AM)

A. RATIFY INTERLOCAL AGREEMENT NO. IL020141JW WITH AUSTIN/TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER (A/TCMHMR) TO PROVIDE A FEASIBILITY STUDY FOR A SOBRIETY CENTER FOR TRAVIS COUNTY. (HHSD) (COMMISSIONER GOMEZ)

Clerk's Note: Items 24 and 24.A added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

25. CONSIDER CONTRACT AWARD FOR WATER DAMAGE REMEDIATION AND DECONTAMINATION SERVICES, IFB NO. B020055-LB, AND TAKE APPROPRIATE ACTION. (10:21 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent.

Item 25 postponed until April 16, 2002.

26. APPROVE CONTRACTS BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE FOLLOWING AGENCIES FOR BASIC NEEDS ASSISTANCE. (10:17 AM)

- A. CARITAS;
- B. ANY BABY CAN;
- C. AIDS SERVICES OF AUSTIN; AND
- D. MEALS ON WHEELS

Clerk's Note: Items 26.A, B, C, and D added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

27. APPROVE CONTRACT AWARD FOR THE PROVISION OF DESKTOP WORKSTATIONS, RFO-0020078-SP, TO THE LOW OFFEROR, DELL MARKETING L.P. (I.T.S.) (10:17 AM)

Clerk's Note: Item 27 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

OTHER ITEMS

28. DISCUSS STATUS, NECESSARY CONTRACT MODIFICATIONS AND RELATED ISSUES ON THE CRIMINAL JUSTICE PROGRAM (CJP) PROJECTS, AND TAKE APPROPRIATE ACTION. (10:21 AM)

No action necessary on Item 28.

29. APPROVE BY ORDER UNDER THE TEXAS CODE OF CRIMINAL PROCEDURE ART. 103.004(b) AUTHORIZATION FOR THE DISPOSITION OF COLLECTED MONEY BY DEPOSIT IN THE COUNTY TREASURY NOT LATER THAN THE SEVENTH REGULAR BUSINESS DAY AFTER THE DATE THAT THE MONEY IS COLLECTED. (COMMISSIONER GOMEZ) (9:16 AM) (11:35 AM)

Members of the Court heard from: Elena Diaz, Justice of the Peace Precinct 4; Barbara Bemby, Justice of the Peace Precinct 2; Dorothy Herrera, Accountant, Precinct 1, 2, and 5; Joe Abrado, Accountant, Precinct 3, and 4; and Herb Evans, Justice of the Peace Precinct 5.

Discussion Only.

Item 29 to be reposted on April 16, 2002.

30. CONSIDER FEASIBILITY OF ADDING ADDITIONAL FTE'S TO SHERIFF'S OFFICE TO REDUCE OVERTIME EXPENDITURES, AND TAKE APPROPRIATE ACTION. (2:25 PM)

Members of the Court heard from: Mike Hemby, Research Analyst, TCSO; and Bill Derryberry, Senior Planning and Budget Analyst, PBO.

Motion by Commissioner Moore **and seconded by** Judge Biscoe to approve the additional 27 FTE's that the Court discussed last week.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

31. DISCUSS ISSUES REGARDING COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT'S COMPLIANCE WITH GASB-34 REGULATIONS AND COLLECTION AND RECORDING OF FINES AND FEES, INCLUDING AUTOMATION SYSTEM AND STAFFING NEEDS, AND TAKE APPROPRIATE ACTION. (9:16 AM)

Item 31 postponed until April 16, 2002.

32. APPROVE THE FIRST AMENDMENT TO SERIES A TRUST INDENTURE, SERIES B TRUST INDENTURE, SERIES A FINANCING AGREEMENT, SERIES B FINANCING AGREEMENT, SERIES A NOTE, SERIES B NOTE, SERIES A MORTGAGE, SERIES B MORTGAGE AND RELATED DOCUMENTS (HUNT CLUB) RELATED TO TRAVIS COUNTY HOUSING FINANCE CORPORATION MULTIFAMILY HOUSING REVENUE REFUNDING BONDS (TRAVIS-OXFORD PROJECT) 1996 SERIES A AND 1996 SERIES B BY TRAVIS COUNTY HOUSING FINANCE CORPORATION, AND TAKE APPROPRIATE ACTION. (10:17 AM)

Clerk's Note: Item 32 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

33. CONSIDER MEMBERSHIP FOR TRAVIS COUNTY IN THE SOUTH TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION, PAYMENT OF DUES, AND TAKE APPROPRIATE ACTION. (10:22 AM)

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we pay the membership dues, and that we pay the \$150.00 dues from the Professional Memberships Line Item, and join the South Texas County Judges and Commissioners Association.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

34. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (10:17 AM)

Clerk's Note: Item 34 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

Note 4 Gov't Code Ann 551.076, Security

- 35. A. RECEIVE BRIEFING FROM COUNTY ATTORNEY'S OFFICE REGARDING CLAIMS RECEIVED FROM CONTRACTORS FOR THE CRIMINAL JUSTICE PROGRAM, AND TAKE APPROPRIATE ACTION. ¹ (2:35 PM) (4:22 PM)

Judge Biscoe announced that Item 35.A would be considered in Executive Session.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize the County Judge to execute the release of claims document that has been signed by Victoria Air, that settles this matter for the amount \$383,000.00.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

- B. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION REGARDING FLUOR DANIEL, INC. V. TRAVIS COUNTY, TEXAS; CIVIL ACTION NO. A 00CA021SS; IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. ¹ (2:35 PM) (4:23 PM)

Judge Biscoe announced that Item 35.B would be considered in Executive Session.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize the County Attorney to file an appeal on the Court's behalf, that they keep the Court posted on the Court of Appeals' judgement in the Pelzel matter, and that we indicate that this is not to close the door to settlement possibilities, but it certainly is intended to give us an opportunity to see whatever the outcome of that case is.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

36. DISCUSS, APPROVE OR TAKE ANY APPROPRIATE ACTION REGARDING THE PROPOSED SECURITY FEATURES FOR THE PRECINCT 4 OFFICE BUILDING. (COMMISSIONER GOMEZ) ⁴ (2:35 PM) (4:27 PM)

Judge Biscoe announced that Item 36 would be considered in Executive Session.

No action necessary on Item 36.

37. DISCUSS, APPROVE OR TAKE APPROPRIATE ACTION REGARDING REAL ESTATE ISSUES RELATED TO WEST RURAL COMMUNITY CENTER AND CLINIC. ² (2:35 PM) (4:24 PM)

Judge Biscoe announced that Item 37 would be considered in Executive Session.

Members of the Court heard from: Pat Ford, Real Estate Manager, Facilities Management.

Motion by Commissioner Moore **and seconded by** Commissioner Gómez that we instruct Staff to develop a purchase contract, wherein we offer an amount of \$650,000.00 towards the purchase of this tract of land, contingent upon an extension of the site plan that has been approved by the City of Austin, a 20-year extension; and also, subject to further negotiation of the development of infrastructure on the site in the County's best interests; and that we also ask our Planning and Budget Staff to become involved at this point, to identify a way to fund this contract, and to look at what construction funding options we might have out there if we have a successful conclusion to this contract negotiation.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

38. DISCUSS, APPROVE OR TAKE APPROPRIATE ACTION REGARDING REAL ESTATE ISSUES RELATED TO NORTH RURAL COMMUNITY CENTER AND CLINIC. ² (9:16 AM)

Item 38 postponed until April 16, 2002.

- 41. RECEIVE BRIEFING FROM COUNTY ATTORNEY IN TRAVIS COUNTY, ET AL. V. JON & SHAROLYN WELTON (PAUL STRANAHAN RESALE DEED), AND TAKE APPROPRIATE ACTION. ¹ (2:35 PM) (4:27 PM)

Judge Biscoe announced that Item 41 would be considered in Executive Session.

Motion by Judge Biscoe and seconded by Commissioner Moore that the County Judge be authorize to sign the tax resale deed, on behalf of the Commissioners' Court, to Paul Stranahan, in the amount of \$5,425.44

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

- 42. RECEIVE BRIEFING FROM COUNTY ATTORNEY IN TRAVIS COUNTY, ET AL. V. DENNY O. DENSON & MARILYN S. SIMPSON (JOY DUNCAN RESALE DEED), AND TAKE APPROPRIATE ACTION. ¹ (2:35 PM) (4:26 PM)

Judge Biscoe announced that Item 42 would be considered in Executive Session.

Motion by Judge Biscoe and seconded by Commissioner Moore that we authorize the County Judge to sign the tax resale deed to Joy Duncan in the amount of \$6,076.30.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

ADJOURNMENT

Motion by Commissioner Sonleitner and seconded by Commissioner Gómez to adjourn the Voting Session. (4:28 PM)

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES – APRIL 16, 2002

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 16th day of April, 2002, the Commissioners' Court convened the regular Voting Session at 9:14 AM in the Commissioners' Courtroom, 1st Floor of the Travis County Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Melissa Velasquez.

The Commissioners' Court recessed the Voting Session at 12:05 PM.

The Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, called to order the Voting Session at 1:42 PM and adjourned at 1:43 PM.

The Commissioners' Court reconvened the regular Voting Session at 1:43 PM.

The Commissioners' Court retired to Executive Session at 2:23 PM.

The Commissioners' Court reconvened the Voting Session at 3:40 PM.

The Commissioners' Court adjourned the Voting Session at 3:46 PM.

Item #32

RESOLUTIONS & PROCLAMATIONS

3. APPROVE PROCLAMATION RECOGNIZING APRIL 21-27, 2002 AS AUSTIN/TRAVIS COUNTY, TEXAS CRIME VICTIMS' RIGHTS WEEK.
(9:20 AM)

Members of the Court heard from: Traci Hess, Victim Witness Supervisor, Travis County Attorney's Office.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 3.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

4. APPROVE PROCLAMATION RECOGNIZING APRIL 16, 2002 AS "BUSINESSES INVESTMENT IN GROWTH" DAY IN TRAVIS COUNTY.
(9:24 AM)

Members of the Court heard from: Jeannette Peten, President, Business Austin.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 4.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

CITIZENS COMMUNICATION

Members of the Court heard from: Kenneth Snyder, Northridge Acres; and Sharon Miller, President, CEO, Easter Seals.

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Sonleitner to approve the following Consent Items: C1-C8 (excluding C4), and Items 6, 8.A and B, 9, 11.A, B, C, E, and F (excluding 11.D), 14, 20, 22, 24, 25.A and B, 26.A-D, 27.A-D, 28, 33, and 34. (9:39 AM)

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. AWARD BIDS FOR FOOD ITEMS FOR TRAVIS COUNTY CORRECTINAL FACILITIES AND JUVENILE DETENTION SERVICES.
- C3. APPROVE COMMISSIONERS COURT MINUTES FOR THE FOLLOWING MEETINGS:
 - A. VOTING SESSION OF MARCH 26, 2002
 - B. VOTING SESSION OF APRIL 2, 2002
- C4. APPROVE A PLAT FOR RECORDING IN PRECINCT THREE: STEINER RANCH PHASE ONE, SECTION 9 – (LONG FORM PLAT – 322 LOTS – 155.20 ACRES – QUINLAN PARK ROAD – TRUST DEED IN LIEU OF FISCAL – WCID 17 – CITY OF AUSTIN ETJ). (COMMISSIONER MOORE) (9:15 AM)

Item C4 pulled from the Agenda.

- C5. APPROVE A PRELIMINARY PLAN IN PRECINCT THREE - DOS RIOS - (PRIVATE STREETS – 60 RESIDENTIAL LOTS – 367.76 ACRES – COLORADO CANYON DRIVE – LCRA OSSF – NO ETJ). (COMMISSIONER MOORE)
- C6. APPROVE A PLAT FOR RECORDING IN PRECINCT TWO: THE PARK AT BLACKHAWK SECTION 1 – (LONG FORM PLAT – 80 LOTS – 35.42 ACRES – ROWE LANE – FISCAL POSTED WITH TRAVIS COUNTY – SEWAGE SERVICE TO BE PROVIDED BY LAKESIDE WCID 2-B – PFLUGERVILLE ETJ). (COMMISSIONER SONLEITNER)

CONSENT ITEMS CONTINUED

- C7.** APPROVE A PLAT FOR RECORDING IN PRECINCT TWO: THE PARK AT BLACKHAWK SECTION 3 – (LONG FORM PLAT – 23 LOTS – 5.126 ACRES – FARM POND LANE – FISCAL POSTED WITH TRAVIS COUNTY – SEWAGE SERVICE TO BE PROVIDED BY LAKESIDE WCID 2-B – PFLUGERVILLE ETJ). (COMMISSIONER SONLEITNER)
- C8.** ADDED ITEM: APPROVE PROCLAMATION RECOGNIZING APRIL 20, 2002 AS “SALUTE TO CATHOLIC WAR VETERANS DAY” IN TRAVIS COUNTY. (COMMISSIONER GÓMEZ)

TRANSPORTATION & NATURAL RESOURCES DEPT. ITEMS

- 5. A. DISCUSS TEXAS DEPARTMENT OF TRANSPORTATION PROPOSAL ON VARIOUS STATE HIGHWAY PROJECTS, INCLUDING: SH 130, SH 45 SOUTH, SH 45 NORTH, LOOP 1 NORTH, AND TAKE APPROPRIATE ACTION. (9:42 AM)
- B. DISCUSS BONDS AUTHORIZED FOR STATE HIGHWAY RIGHT-OF-WAY PURCHASES, INCLUDING THE ISSUANCE AMOUNT AND DATE OF SALE AND RELATED MATTERS, AND TAKE APPROPRIATE ACTION.

Clerk's Note: Items 5.A and B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Ladd Pattillo, Travis County Financial Advisor; Susan Spataro, Travis County Auditor; Robert Daigh, Deputy Director, Texas Department of Transportation; and Leroy Nellis, Budget Manager, Planning and Budget Office (PBO).

Motion by Commissioner Moore **and seconded by** Commissioner Sonleitner to direct Staff to work in the direction of a \$100 million issue and to prepare that for the Court's approval.

Maker and Second accept the Friendly Amendment by Commissioner Davis to make sure that the purchase agreements that the Court is already talking about with the State, related to Mopac, that all of those things get locked down.

Acceptance of the Friendly Amendment was made by Commissioner Moore and Commissioner Sonleitner.

A Restatement of the previous Motion was made by Commissioner Moore that we ask Staff to come back to the Court with a way to issue \$100,000,000.00 worth of debt, and at the same time we will have to have the agreements before us with the Texas Turnpike Authority, and Staff will be working on that in the mean time, but we need to send a signal of a number and the number is \$100,000,000.00.

Maker accept the Friendly Amendment by Commissioner Sonleitner that the Court will be talking about a negotiated bond sale.

Acceptance of the Friendly Amendment was made by Commissioner Moore.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

6. APPROVE AFFIDAVIT CERTIFYING THAT CONSTRUCTION OF GRANT-FUNDED AMENITIES AT NORTHEAST METROPOLITAN PARK HAS BEEN COMPLETED. (COMMISSIONER SONLEITNER) (9:39 AM)

Clerk's Note: Item 6 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

7. **REVISED WORDING:** RECEIVE DRAFT REPORT ON CLOSED LANDFILL INVENTORY PREPARED BY THE CAPITAL AREA PLANNING COUNCIL (CAPCO), AS REQUIRED BY STATE LAW, AND TAKE APPROPRIATE ACTION. (10:25 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Betty Voights, Executive Director, Capital Area Planning Council (CAPCO); Heather Henley, Solid Waste Coordinator, CAPCO; Casey Kneupper, Solid Waste Planner, CAPCO; and John Kuhl, Natural Resources Program Manager, TNR.

Discussion Only.

8.
 - A. APPROVE USE OF ALTERNATIVE FISCAL FOR TWIN CREEKS COUNTRY CLUB SECTION 11, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER MOORE) (9:39 AM)
 - B. APPROVE CASH SECURITY AGREEMENT FOR TWIN CREEKS COUNTRY CLUB SECTION 11, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER MOORE)

Clerk's Note: Items 8.A and B added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

9. APPROVE AN ORDER AUTHORIZING THE FILING OF AN INSTRUMENT TO VACATE A PORTION OF A 5' PUBLIC UTILITY EASEMENT ON EITHER SIDE OF THE COMMON LOT LINE BETWEEN LOTS 1044 AND 1045, APACHE SHORES SECTION 2, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER MOORE) (9:39 AM)

Clerk's Note: Agenda Item 9 is the action item for the public hearing on Item 1.

Clerk's Note: Item 9 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

10. APPROVE AN ORDER AUTHORIZING THE FILING OF AN INSTRUMENT TO VACATE A PORTION OF A 5' PUBLIC UTILITY EASEMENT ON EITHER SIDE OF THE COMMON LOT LINE BETWEEN LOTS 6 AND 7, BLOCK 84, AUSTIN LAKE HILLS SECTION 2, A SUBDIVISION IN PRECINCT THREE.
(COMMISSIONER MOORE) (9:14 AM)

Clerk's Note: Agenda Item 10 is the action item for the public hearing on Item 2.

Item 10 pulled from the Agenda.

PLANNING AND BUDGET DEPT. ITEMS

11. REVIEW AND TAKE APPROPRIATE ACTION ON GRANT PROPOSALS, APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE:
 - A. APPROVE REVISED GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR A PROTECTIVE ORDER GUARDIAN AD LITEM IN JUVENILE COURT. REVISED APPLICATION ADJUSTS FUNDING REQUEST FROM \$60,297 TO \$53,713. (9:39 AM)

Clerk's Note: Item 11.A added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

- B. APPROVE REVISED GRANT APPLICATION THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR A JUVENILE BATTERER'S INTERVENTION-PREVENTION PROGRAM (JBIPP) IN JUVENILE COURT. REVISED APPLICATION ADJUSTS FUNDING REQUEST FROM \$65,277 TO \$50,774. (9:39 AM)

Clerk's Note: Item 11.B added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

- C. APPROVE GRANT CONTRACT THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM IN JUVENILE COURT. GRANT CONTRACT CONTINUES THE PROGRAM FOR FY '02. (9:39 AM)

Clerk's Note: Item 11.C added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

ITEM 11 CONTINUED

D. REVISED: APPROVE GRANT CONTRACT AMENDMENT WITH THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR THE KENNEDY RIDGE WASTEWATER GRANT. THE AMENDMENT EXTENDS THE TERM OF THE GRANT ADMINISTRATOR. (10:43 AM)

Motion by Commissioner Davis **and seconded by** Judge Biscoe to approve Item 11.D.

| | | |
|------------------------|--|-----|
| Motion carried: | County Judge Samuel T. Biscoe | yes |
| | Precinct 1, Commissioner Ron Davis | yes |
| | Precinct 2, Commissioner Karen Sonleitner | yes |
| | Precinct 3, Commissioner Margaret Moore | yes |
| | Precinct 4, Commissioner Margaret J. Gómez | yes |

E. APPROVE GRANT CONTRACT AMENDMENT WITH TEXAS PARKS AND WILDLIFE FOR THE NORTHEAST METROPOLITAN PARK. THE AMENDMENT SHIFTS FUNDING FROM ACQUISITION TO DEVELOPMENT WITHIN THE GRANT. (9:39 AM)

Clerk’s Note: Item 11.E added to the Consent Items. Please refer to CONSENT ITEMS for the Court’s Motion and Vote.

F. APPROVE GRANT CONTRACT AMENDMENT WITH THE CORPORATION FOR NATIONAL SERVICE FOR THE RETIRED SENIOR VOLUNTEER PROGRAM IN HEALTH AND HUMAN SERVICES. THE AMENDMENT PROVIDES \$1,500 IN ADDITIONAL FUNDS. (9:39 AM)

Clerk’s Note: Item 11.F added to the Consent Items. Please refer to CONSENT ITEMS for the Court’s Motion and Vote.

12. APPROVE BUDGET AMENDMENTS AND TRANSFERS. (10:44 AM)

No action necessary on Item 12.

ADMINISTRATIVE OPERATIONS ITEMS

- 13. A. CONSIDER REVISION TO TRAVIS COUNTY CODE, CHAPTER 10.015, EMPLOYMENT OF TEMPORARY EMPLOYEES, AND TAKE APPROPRIATE ACTION. (9:14 AM)
- B. CONSIDER FY 2002 REQUEST TO DESIGNATE CERTAIN FULL-TIME, SPECIAL PROJECT POSITIONS THAT ARE EXPECTED TO LAST FROM SIX MONTHS TO TWO YEARS, AS REGULAR POSITIONS FOR WHICH EMPLOYEES WOULD BE ELIGIBLE FOR BENEFITS, IN ACCORDANCE WITH THE PROPOSED REVISION OF TRAVIS COUNTY CODE, CHAPTER 10.015, EFFECTIVE IMMEDIATELY.

Items 13.A and B postponed until April 23, 2002.

- 14. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR TRAVIS COUNTY EMPLOYEES AND DEPENDENTS COVERED BY THE HOSPITAL AND INSURANCE FUND FOR PAYMENT OF \$258,904.36 FOR PERIOD OF MARCH 29, 2002 THROUGH APRIL 4, 2002. (9:39 AM)

Clerk's Note: Item 14 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

- 15. APPROVE PERSONNEL AMENDMENTS. (10:44 AM)

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 15.

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

18. CONSIDER RENEWAL OF SOCIAL SERVICE CONTRACT FOR CRIME PREVENTION INSTITUTE, INC., FROM JANUARY 1, 2002 THROUGH DECEMBER 31, 2002; CONTRACT WAS APPROVED ON 4/1/00, AND TAKE APPROPRIATE ACTION. (HHSD) (COMMISSIONER GOMEZ) (9:15 AM) (11:30 AM)

Members of the Court heard from: Frank Holder, Assistant Purchasing Agent; Unknown Male, Austin-Travis County Health and Human Services (A-TCHHS); and Mary Etta Gerhardt, Assistant County Attorney.

Clerk's Note: The Court declared without objection that the holdover period was extended an additional 30 days, through April 30, 2002.

Item 18 to be reposted on April 23, 2002.

19. CONSIDER CONTRACT AWARD FOR WATER DAMAGE REMEDIATION AND DECONTAMINATION SERVICES, IFB NO. B020055-LB, AND TAKE APPROPRIATE ACTION. (9:15 AM) (11:34 AM)

Members of the Court heard from: Frank Holder, Assistant Purchasing Agent.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to award the contract to Blackmon Mooring Steamatic and Q-1 Services.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

20. APPROVE CONTRACT AWARD FOR EROSION CONTROL SERVICES, IFB NO. B020065-RV, TO THE SOLE BIDDER, AFS ENVIRONMENTAL, INC. (TNR) (COMMISSIONER GOMEZ) (9:39 AM)

Clerk's Note: Item 20 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

25. APPROVE CONTRACT AWARDS FOR ASPHALTIC ROAD MATERIALS, IFB #B020016-EH, TO THE LOW BIDDERS AS FOLLOWS: (9:39 AM)
- A. INDUSTRIAL ASPHALT, INC., AS PRIMARY CONTRACTOR FOR LINE ITEMS 1, 1A, 1B, 2, 2A, 2B, 3, 3A AND 3B (EAST AND WEST ZONES) WITH VULCAN CONSTRUCTION MATERIALS LP, AS THE SECONDARY CONTRACTOR; AND;
 - B. VULCAN CONSTRUCTION MATERIALS, LP., AS PRIMARY CONTRACTOR FOR LINE ITEMS 4, 4A AND 4B, (EAST AND WEST ZONES) WITH INDUSTRIAL ASPHALT, INC., AS THE SECONDARY CONTRACTOR. (COMMISSIONER GOMEZ)

Clerk's Note: Items 25.A and B added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

26. APPROVE 12-MONTH EXTENSIONS (MODIFICATION NO. 1) TO THE FOLLOWING CONTRACTS FOR INMATE CLOTHING AND PERSONAL SUNDRIES; CONTRACTS APPROVED ON 6/5/01. (SHERIFF; GARDNER BETTS) (COMMISSIONER GOMEZ) (9:39 AM)
- A. CONTRACT NO. 01T0145-LD, HAMILTON UNIFORMS;
 - B. CONTRACT NO. 01T0146-LD, LESLEE SCOTT;
 - C. CONTRACT NO. 01T0147-LD, ICS; AND
 - D. CONTRACT NO. 01T0148-LD, HBD, INC.

Clerk's Note: Items 26.A-D added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

27. APPROVE 12-MONTH EXTENSIONS (MODIFICATION NO. 3) TO THE FOLLOWING CONTRACTS FOR NON-CAPTIVE AUTOMOTIVE PARTS; CONTRACTS APPROVED ON 7/27/99. (TNR) (COMMISSIONER GOMEZ) (9:39 AM)
- A. CONTRACT NO. 99T0191-RG, ARNOLD OIL COMPANY;
 - B. CONTRACT NO. 99T0192-RG, TEXAS ALTERNATOR STARTER SERVICES;
 - C. CONTRACT NO. 99T0193-RG, CAPITOL BEARING OF AUSTIN; AND
 - D. CONTRACT NO. 99T0194-RG, CARQUEST AUTO PARTS #176.

Clerk's Note: Items 27.A-D added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

28. APPROVE MODIFICATION NO. 4 TO LEASE AGREEMENT NO. LA000263MQ WITH TEXAS LIQUIDATIONS & CLOSEOUTS D/B/A THE CROCKETT CENTER FOR JURY IMPANELMENT. (DISTRICT CLERK) (COMMISSIONER GOMEZ) (9:39 AM)

Clerk's Note: Item 28 added to the Consent Items. Please refer to CONSENT ITEMS for the Court's Motion and Vote.

OTHER ITEMS

29. DISCUSS STATUS, NECESSARY CONTRACT MODIFICATIONS AND RELATED ISSUES ON THE CRIMINAL JUSTICE PROGRAM (CJP) PROJECTS, AND TAKE APPROPRIATE ACTION. (11:35 AM)

No action necessary on Item 29.

30. DISCUSS MEETING WITH TEXAS COMMISSION ON JAIL STANDARDS ON APRIL 10, 2002, COMMITMENTS MADE BY COUNTY OFFICIALS, AND TAKE APPROPRIATE ACTION. (11:35 AM)

Members of the Court heard from: David Balagia, Major, Travis County Sheriff's Office (TCSO); and Margo Frasier, Travis County Sheriff.

Discussion Only.

31. DISCUSS ISSUES REGARDING COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT'S COMPLIANCE WITH GASB-34 REGULATIONS AND COLLECTION AND RECORDING OF FINES AND FEES, INCLUDING AUTOMATION SYSTEM AND STAFFING NEEDS, AND TAKE APPROPRIATE ACTION. (11:50 AM)

Members of the Court heard from: Susan Spataro, Travis County Auditor; Leroy Nellis, Budget Manager, PBO; Joe Harlow, Director, Information and Telecommunications Systems (ITS); Dusty Knight, Chief Deputy, Tax Office; and Mike Wichern, Chief Assistant County Auditor, Travis County Auditor's Office.

Motion by Judge Biscoe and seconded by Commissioner Gómez to take the Tax Assessor-Collector up on the offer to take \$100,000.00 from the Pilot Collection Program; and that we authorize PBO to take the difference, which we believe to be between \$17,000.00 and \$33,000.00, from the Emergency Reserve; and that we take the Auditor up on the offer to use salary savings to implement the recommendation in the report; and to authorize the immediate posting of those jobs.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

- 32. APPROVE BY ORDER UNDER THE TEXAS CODE OF CRIMINAL PROCEDURE ART. 103.004(b) AUTHORIZATION FOR THE DISPOSITION OF COLLECTED MONEY BY DEPOSIT IN THE COUNTY TREASURY NOT LATER THAN THE SEVENTH REGULAR BUSINESS DAY AFTER THE DATE THAT THE MONEY IS COLLECTED. (COMMISSIONER GOMEZ) (1:43 PM)

Members of the Court heard from: Elena Diaz, Justice of the Peace Precinct 4; Dolores Ortega Carter, County Treasurer; Susan Spataro, Travis County Auditor; and Mike Wichern, Chief Assistant County Attorney, Travis County Auditor’s Office.

Motion by Judge Biscoe and seconded by Commissioner Moore to approve the request to move to an every-Friday deposit, which is the 7th day; that we increase the amount of advance money that is transferred to the Treasurer; and that we do what we can to expedite implementation of the Tiburon FACTS System (Fully Automated Courts Tracking System); and that we review this immediately after implementation of the Tiburon FACTS System or December 31, 2002, whichever comes first.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | no |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | no |

- 33. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTHS OF JANUARY 2002 AND MARCH 2002. (9:39 AM)

Clerk’s Note: Item 33 added to the Consent Items. Please refer to CONSENT ITEMS for the Court’s Motion and Vote.

- 34. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:39 AM)

Clerk’s Note: Item 34 added to the Consent Items. Please refer to CONSENT ITEMS for the Court’s Motion and Vote.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

Note 4 Gov't Code Ann 551.076, Security

35. A. RECEIVE BRIEFING FROM COUNTY ATTORNEY'S OFFICE REGARDING CLAIMS RECEIVED FROM CONTRACTORS FOR THE CRIMINAL JUSTICE PROGRAM, AND TAKE APPROPRIATE ACTION. ¹ (2:23 PM) (3:41 PM)

B. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION REGARDING FLUOR DANIEL, INC. V. TRAVIS COUNTY, TEXAS; CIVIL ACTION NO. A 00CA021SS; IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. ¹

Clerk's Note: Items 35.A and B are associated with one another and were called for concurrent discussion.

Judge Biscoe announced that Items 35.A and B would be considered in Executive Session.

Motion by Judge Biscoe and seconded by Commissioner Gómez that in Item 35.A, that we authorize settlement of the claim of the CCC Group for the amount of \$213,656.00, and that we authorize settlement of the claim of Cobb Mechanical in the amount of \$650,000.00; that we ask Staff to communicate with these contractors and execute our standard settlement and release of claims document.

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

42. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING THOROUGHbred FARMS WASTEWATER TREATMENT PLANT, AND TAKE APPROPRIATE ACTION. (ODEN; ENVIRONMENTAL) ¹ (2:23 PM) (3:45 PM)

Judge Biscoe announced that Item 42 would be considered in Executive Session.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to repost this Item for April 23, 2002, and that we ask the owner to provide us with continued progress and tickets, or other things that he could show us.

Maker and Second accept the Friendly Amendment by Commissioner Moore that we instruct the County Attorney to prepare a letter in support of the City of Austin's application for a Certificate of Convenience and Necessity, with regards specifically to Thoroughbred Farms.

Acceptance of the Friendly Amendment was made by Commissioner Gómez and Commissioner Davis.

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

Item 42 to be reposted on April 23, 2002.

43. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION IN FREDRICK PLUET, (DECEASED) V. MARGO FRASIER, ET AL. (CIVIL RIGHTS) ¹ (2:23 PM) (3:45 PM)

Judge Biscoe announced that Item 43 would be considered in Executive Session.

No action necessary on Item 43.

Item 43 to be reposted on April 23, 2002.

44. RECEIVE BRIEFING FROM COUNTY ATTORNEY IN HCI EQUITY PARTNERS, LP V. TRAVIS COUNTY, ET AL, AND TAKE APPROPRIATE ACTION. ¹ (2:23 PM) (3:45 PM)

Judge Biscoe announced that Item 44 would be considered in Executive Session.

No action necessary on Item 44.

Item 44 to be reposted on April 23, 2002.

45. RECEIVE BRIEFING FROM COUNTY ATTORNEY IN REYNALDO MACIAS, SR. ET AL. V. TRAVIS COUNTY, ET AL, AND TAKE APPROPRIATE ACTION. ¹ (2:23 PM) (3:45 PM)

Judge Biscoe announced that Item 45 would be considered in Executive Session.

No action necessary on Item 45.

Item 45 to be reposted on April 23, 2002.

ADJOURNMENT

Motion by Commissioner Sonleitner **and seconded by** Commissioner Davis to adjourn the Voting Session. (3:46 PM)

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Karen Sonleitner | yes |
| Precinct 3, Commissioner Margaret Moore | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Travis County Commissioners Court Agenda Request

Please consider the following item for: **Tuesday, May 26, 2009**

Consider and take appropriate action on use of county funds for food and refreshments at all-day Visioning Session on June 24 at the Capitol Legislative Conference Center for County officials as part of the Downtown Master Plan Study

I. A. Request made by: Christian Smith Phone 854-9465

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

II. A. All backup material needs to be attached to the Agenda 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 and send a copy of this Agenda Request and backup to them:

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any budget
- _____ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials **MUST** be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.

09 MAY 19 PM 3:30
RECEIVED
COUNTY JUDGE'S OFFICE



Special Assistant to the Commissioners Court

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

May 19, 2009

To: Members of the Commissioners Court

Re: Use of County funds for food and refreshments at all day Visioning Session

The Downtown master planning process begins with an all day Visioning Session for County officials. This meeting is scheduled at the Legislative Conference Center at the Capitol on June 24. The facility holds 150 people and I expect more than 100 persons to be invited. The purpose of this meeting is to establish goals, objectives priorities and critical issues that need to be addressed in the master planning process.

We are asking officials to spend an entire day focused on the Downtown Master Plan. The more county officials who attend, the better will be this initial planning effort. As you know, providing refreshments and food is not only a typical, gracious and a professional approach toward meetings of this type, but it is also a means to increase the likelihood of excellent attendance all day long. We have an estimate of cost by the food service provider at the Capitol and have a per person cost of \$15 for the day for water, coffee, snacks and a sack lunch. The funds would be taken out of unencumbered funds dedicated to this project. We currently have \$5,329 unencumbered (\$700,000 transferred from the FY 2009 budgeted reserve less the Phase One approved cost of \$694,671).

I have consulted with County Auditor Susan Spataro and she advises that it is necessary for the Commissioners Court to specifically approve the use of County funds for food and refreshments. She advises that this has occurred infrequently in the past, but had no difficulties with such a decision if the Court is so inclined.

Thus, I ask the Court to approve an exception to our normal approach of asking persons to donate their personal funds to attend a meeting of this type and approve up to \$15 per person for food and refreshments at this meeting. In the absence of your approval, then we would be required to collect personal funds from all attendees, experience smaller or intermittent attendance, incur the administrative costs of collecting money in advance from many officials, and make sure that persons who do not pay but who attend pay eventually.

A handwritten signature in black ink, appearing to read "Christian R. Smith". The signature is fluid and cursive, with a large initial "C" and "S".

Christian R. Smith
Special Assistant to the Commissioners Court

CC: Susan Spataro Leroy Nellis Belinda Powell Rodney Rhoades



RECEIVED
COUNTY CLERK'S OFFICE

Travis County Commissioners' Court Agenda Request

Meeting Date: 09 MAY 19 PM 5 03 May 26, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. Status report on the 81st Texas Legislature;
- B. Status report on Travis County legislative priorities, including House Bills 612, 1119, 1335, 1440, 1531, 1711, 1981, 2100, 2161, 2162, 2167, 2414, 2693, 3468, 3585, 3616, 3787, 3963, 4175, and 4262, and Senate Bills 497, 578, 1299, 1783, 2202, 2280, 2451, 2452 and 2472;
- C. Status report on Travis County legislative activities, including House Bills 2, 9, 17, 46, 78, 88, 117, 127, 133, 134, 337, 402, 561, 562, 564, 612, 650, 692, 701, 711, 721, 755, 765, 987, 1018, 1029, 1038, 1092, 1211, 1284, 1483, 1507, 1575, 1576, 1674, 1906, 1909, 1920, 2007, 2170, 2291, 2369, 2495, 2524, 2573, 2859, 3158, 3448, 3607, 3611, 3612, 3613, 3983, 4729, and 4756, House Joint Resolutions 15, 22, 36, 43, 55, and 84, Senate Bills 1, 16, 18, 218, 253, 294, 299, 383, 402, 555, 624, 678, 700, 721, 771, 855, 942, 1023, 1310, 1323, 2294, 2301, and 2474, and Senate Joint Resolutions 10 and 48;
- D. Status report on legislation of interest to Travis County, including House Bills 773, 1221, 2941, 3896, and 4525, and Senate Bills 20, 1311, and 1458; and
- E. Senate Bill 312, relating to the regulation and certification of medical examiners and the conduct of autopsy and inquest investigations by justices of the peace and medical examiners; providing penalties.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON COMMISSIONERS COURT INTENT IN ADOPTING IGR RECOMMENDATIONS REGARDING PENDING LEGISLATION.

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.

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.

| | |
|----------------|--|
| SEE LIST BELOW | |
| | |
| | |

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Alicia Perez, Executive Manager
 Administrative Operations
 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

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: ROGER.JEFFERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager

Health and Human Services

Phone: 854-4101

Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes

Purchasing Agent

Phone: 854-9700

Email: CYD.GRIMES@co.travis.tx.us

David Escamilla

County Attorney

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.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

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

DATE OF VOTING SESSION: Tuesday, May 26, 2009

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

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON A SENDING A LETTER TO CONGRESSMAN LLOYD DOGGETT SUPPORTING HIS EFFORTS TO PASS COMPREHENSIVE AND EFFECTIVE LEGISLATION TO ADDRESS GLOBAL CLIMATE CHANGE.



COMMISSIONER ECKHARDT



COMMISSIONER HUBER

- 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
09 MAY 19 PM 4:47

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

Travis County Commissioners Court

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3



MARGARET J. GÓMEZ
Commissioner, Pct. 4

Travis County Administration Building, 314 W. 11th, Commissioners Courtroom, 1st Floor, Austin, Tx 78701

May 26, 2009

Congressman Lloyd Doggett
United States House of Representatives
300 East 8th St., #763, Federal Building
Austin, TX 78701-3275

Dear Congressman Doggett,

We are writing to support the efforts you are making in the House of Representatives to pass climate and energy legislation that would seek to prevent the worst consequences of climate change in a manner which is both effective and pragmatic.

As you know, here in Travis County we are in the midst of a prolonged drought that some scientists believe could be the beginning of what is known as "perpetual drought" if we aren't successful in addressing the challenge of limiting the worst effects of climate change.

We are aware that in your Safe Markets Development Act you propose an independent Board that would "determine the annual prices per ton of carbon necessary to meet science-based annual emissions targets from 2012 to 2020." And that, further, it would annually review its success "in meeting emissions goals in order to adjust forecasted prices to ensure compliance with the next year's targets."

We appreciate that this kind of a check-and-balance would make a cap and trade system for permits to emit carbon both more effective and difficult to abuse.

We also appreciate that you support a 100% auction of these permits. Giving them away for free to polluters, as you quote Budget Director Peter Orszag saying, "would represent the largest corporate welfare program that has ever been enacted in the history of the United States."

We also laud your efforts to increase the emission cuts to as close as possible to 25-40% under 1990 levels by 2020 (the level recommended by the Intergovernmental Panel on Climate Change).

To quote a recent Austin American-Statesman editorial; "...people around the world, not just Americans, have never had to reckon with the full cost of energy – the cost not just of extracting useful work from natural resources such as coal and oil, but the cost of doing it in a way that doesn't, over time, damage the atmosphere." We feel that the free ride must come to an end. We further feel that Travis County is well positioned to benefit economically from the necessary technological changes needed to achieve a carbon-free economy.

Thank you for your leadership in Congress to craft fair, equitable, job-creating and effective climate and energy legislation. This is yet another example of your excellent representation of Central Texas in Washington.

Sincerely,

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct One

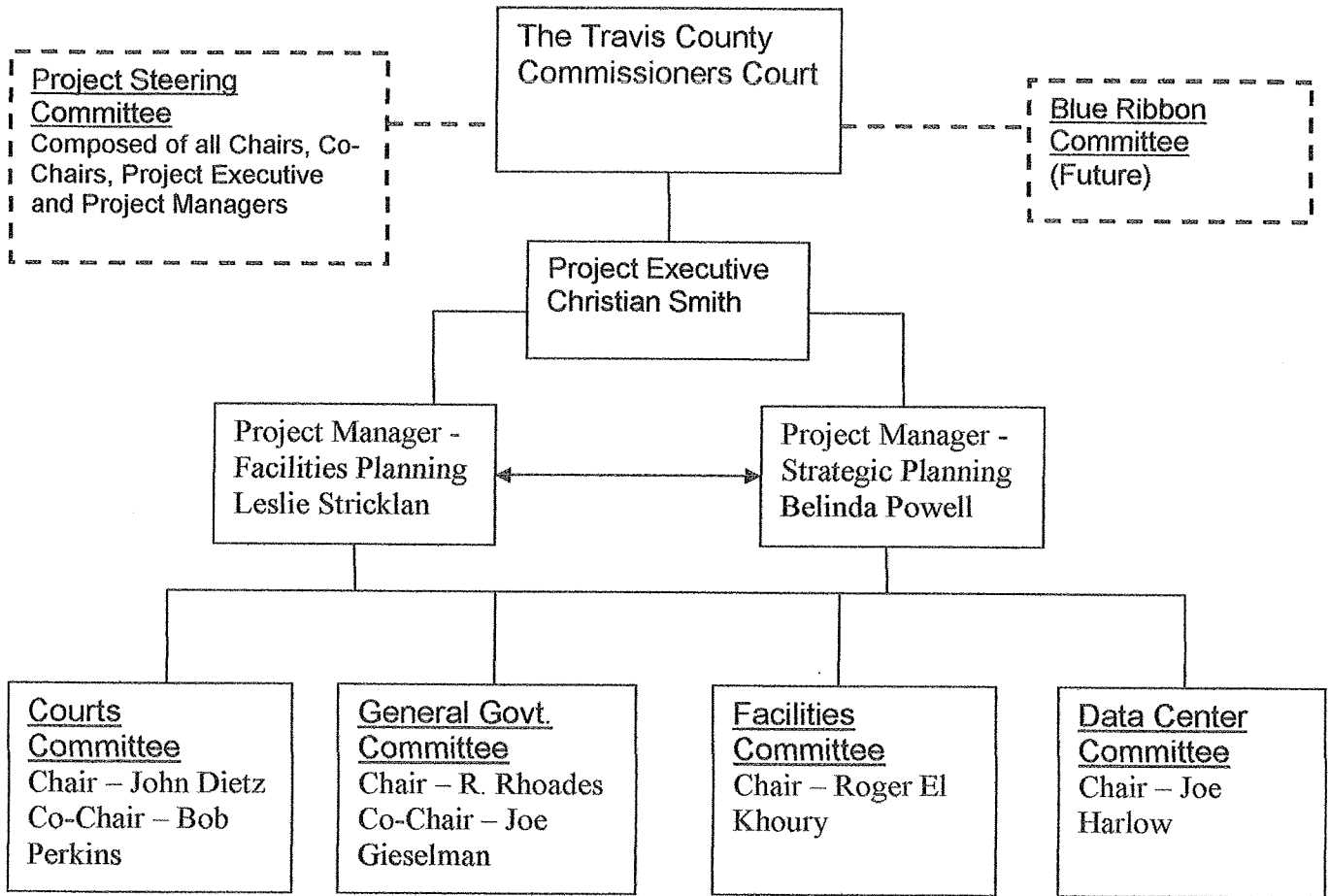
Sarah Eckhardt
Commissioner, Precinct Two

Karen Huber
Commissioner, Precinct Three

Margaret J. Gomez
Commissioner, Precinct Four

CC: Speaker Nancy Pelosi
Chairman Charles Rangel – House Ways and Means Committee
Congressman Lamar Smith
Congressman Michael McCaul
David Escamilla – Travis County Attorney
Mayor Will Wynn
Travis County Legislative Delegation

Internal Travis County Organizational Structure for the Downtown Master Plan



Eric Shepperd
County/District Clerk
Civil/Crim. Court Admin.
Other Judge TBD

Susan Spataro
Cyd Grimes
Sherri Fleming
Dolores Ortega-Carter
Alicia Perez
Roger Jefferies
Danny Hobby

Ben Noack
Amy Lambert
John White
Mike Hemby
Gabriel Stock

Walter Lagrone
Nolan Martin
Mike Wichern
Lloyd Evans
Various County tech staff
Richard Avery

- Mr. Rhoades to serve as a substitute for Mr. Smith in his absence.
- All major stakeholders within the county will have opportunities for direct contract with the consultant and committees as needed and desired.

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session May 26, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve a contract amendment with the Travis County Housing Finance Corporation in order to provide funds to convert a part-time senior financial analyst to full-time status for five months.

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


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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 26, 2009
TO: Board of Directors, Travis Housing Finance Corporation
FROM: Harvey Davis, Manager 
SUBJECT: Neighborhood Stabilization Program

We request approval of the attached contract amendment between the Travis County Housing Finance Corporation and Travis County. The amendment provides that the Corporation is to pay Travis County \$12,101. The funds are to cover the costs for a Senior Financial Analyst (Slot 16 in PBO dept. 9) to work full-time instead of part-time for five months. The analyst is a County employee assigned to work for the Corporation.

The analyst will work to implement the Neighborhood Stabilization Program funded by a grant with the Texas Department of Housing and Community Affairs. The grant provides sufficient funds (expected to be in excess of \$40,000) to pay to convert the position from half-time to full-time.

We will ask the County Auditor to certify the revenue for this year. If funds are not certified and instead fall to ending fund balance, we will work with PBO to request the funds from the Allocated Reserve.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager

CONTRACT FOR
PLAN DEVELOPMENT IMPLEMENTATION SERVICES
BETWEEN TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION,

This Contract For Plan Development Services is entered into by the following parties:

Travis County, a political subdivision of the State of Texas, ("County"),

and

Travis County Housing Finance Corporation, a public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394, (the "Corporation").

RECITALS

Corporation needs plan development services to develop a plan to apply for funding from the Texas Department of Housing and Community Affairs for a Neighborhood Stabilization Program. County will provide these additional services for the Corporation.

AGREEMENT

In consideration of the mutual promises and covenants in this contract, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this contract,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Board of Directors of the Corporation that is a party to this contract.

2.0 CONTRACT PERIOD

2.1 This Contract shall continue in full force for the contract period which commences on May 1, 2009, and terminates on September 30, 2009, unless earlier terminated by either party as provided in this contract.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the contract period, County shall provide the services of a senior financial analyst half time for five months to provide services to the Corporation to implement a Neighborhood Stabilization Program.

3.2 As needed and requested by the President of Corporation, County shall attend

meetings, act as liaison between project facilitators and Board members, approve participants, attend home closings, and ensure the Program is managed under guidelines established by the Texas Department of Housing and Community Affairs, HUD; and Housing Economic Recovery Act of 2008.

3.3 County shall perform all services and activities under this contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

3.4 County shall conform to all laws, regulations and ordinances applicable to the performance of this contract.

4.0 PAYMENT

4.1 For the performance of plan development services under this contract, Corporation shall pay County \$12,101.00 on or before May 31, 2009

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the County Judge. The President of the corporate Contractor requiring an amendment shall present Contractor's requests to Commissioners Court for consideration.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this contract without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this contract without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this contract unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this contract, in whole or in part, at any time before the date of termination specified in 2.1 of this contract if Corporation has failed to comply with any term or condition of this contract.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this contract and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the contract to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

11.0 NOTICES

11.1 Any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

11.2 The address of County for all purposes under this contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this contract and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successors in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITION

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

13.0 CONSTRUCTION OF CONTRACT

13.1 This Contract is governed by the laws of the State of Texas and all obligations under this contract shall be performable in Travis County, Texas.

13.2 If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

13.3 Headings and titles at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

13.4 When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day any period falls on a

Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation.

- 13.5 Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

TRAVIS COUNTY

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date:

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By:

Samuel T. Biscoe
President

Date:

Travis County Commissioners Court Agenda Request

Meeting Date: May 26, 2009

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

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING:

- A. AGREEMENT REGARDING ENHANCEMENT OF WORKFORCE DIVERSITY; AND**
- B. AN ORDER TO PARTICIPATE IN THE TEXAS ENTERPRISE ZONE PROGRAM TO NOMINATE GOLFSMITH INTERNATIONAL, L.P. AS AN ENTERPRISE PROJECT; AND**
- C. AN ORDER IDENTIFYING AND SUMMARIZING LOCAL INCENTIVES.**

C. Sponsor: _____
County Commissioner or County Judge

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

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

| | |
|--|--|
| | |
| | |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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

Last Updated 5-21-09 at 4:56pm

From: Mary Gerhardt
To: Rodney Rhoades; Sam Biscoe
Date: 5/19/2009 11:39 AM
Subject: Golfsmith
Attachments: CivilD_204053_1.DOC; CivilD_204049_1.DOC; CivilD_204046_1.DOC; CivilD_204044_1.DOC

DRAFT

Attached are copies of the drafts for the following documents related to the Golfsmith project:

1. Summary of County obligations
2. MOU with Golfsmith
3. Order - local incentives
4. Order - nominating Golfsmith

If you can provide me with your comments or approval of these drafts asap, I will forward to Golfsmith and the other members of the Court.

DRAFT

County Must:

1. Designate Liaison to communicate and negotiate with bank, project and other entities
2. Provide annual report to state by Oct. 1 of each year. Report includes:
 - a. list of local incentives
 - b. use of local incentives by county
 - c. effect of incentives on revenue
 - d. number of businesses assisted, located and retained due to Enterprise Zone
 - e. summary of industrial revenue bonds issued to finance enterprise zone projects
 - f. certify that the company is in compliance with the requirements of the Act and meets job retention requirements:
 - Job existed prior to designation
 - 1,820 hours annually
 - position intended to be retained
 - full time employees
 - 25% either Enterprise Zone residents or "economically disadvantaged"
 - investment as stated
3. Approve business request for nomination of an Enterprise Project
4. Apply to bank for designation as Enterprise Project
5. By Order, before nominating, identify and summarize local incentives
6. By Order, nominate business and including application:
 - a. economic analysis of plans
 - b. employment information
 - c. number of jobs to be retained with classification and salary range
 - d. amount of investment
 - e. description of schedule
 - f. description of local effort by county, business and other entities
 - g. state whether located in Enterprise Zone
 - h. nominate as Enterprise Project
 - i. certified copy of Order
 - j. transcript of public hearing
 - k. name, title, address, telephone number, and electronic address of Liaison
7. Hold public hearing
 - a. Provide 7 day notice in newspaper, courthouse and letter to bank
 - b. Include discussion of local incentives

DRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN
TRAVIS COUNTY AND GOLFSMITH INTERNATIONAL, L.P.
PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT

The Parties to this Memorandum of Understanding ("MOU") are Travis County, a political subdivision of the State of Texas ("County") and Golfsmith International. L.P. ("Golfsmith").

RECITALS

WHEREAS, Travis County has the authority to make nominations for Enterprise Zone Projects under the Texas Enterprise Zone Act (Government Code, Chapter 2303) (the "Act").

WHEREAS, Golfsmith International, L.P., has requested approval and nomination of Golfsmith as an Enterprise Zone Project under the Act.

WHEREAS, County desires to make the nomination for Golfsmith as an Enterprise Zone Project based on information submitted to County by Golfsmith and commitments made by Golfsmith.

NOW, THEREFORE, County and Golfsmith agree as follows:

1. Golfsmith warrants that the information provided by Golfsmith to County related to the nomination of Golfsmith as an Enterprise Zone Project ("Nomination") and set forth in Exhibit 1 to this MOU.
2. Golfsmith agrees that it will:
 - A. Make a capital investment in the property shown on the map attached to this MOU as Exhibit 2 (the "Project") over the next five (5) years of at least Five Million Dollars (\$5,000,000.00).
 - B. Retain the current level of 331 employees at the Project for the next five (5) years.
 - C. Ensure that twenty-five percent (25%) of the employees hired to replace any employee leaving Golfsmith in the next five (5) years will be either:
 - (i) a resident of the Enterprise Zone in which the Project is located; or
 - (ii) an economically disadvantaged individual as defined by the Act.
 - D. Develop and implement a program to increase diversity in hiring and provide County with a copy of such plan and annual reports of the results of such plan.
3. Golfsmith will provide County with the documentation required by County to support the compliance of Golfsmith with the requirements of this MOU and the Act. It is understood that the annual report related to this MOU is due to the State of Texas by October 1 of each year; and Golfsmith agrees to provide County with all necessary reports and documentation no later than June 1 of each year.
4. Golfsmith certifies that it is a qualified business as defined by the Act.
5. Golfsmith certifies that the period of designation has been approved by the state.
6. Golfsmith agrees to maintain separate books and records as required by the Act.
7. Golfsmith certifies that the area of location of Golfsmith qualifies as an Enterprise Zone because it is a block group, as defined by the most recent federal decennial census and as required by the Act.

8. County agrees to nominate Golfsmith as an Enterprise Zone Project and fulfill all statutory requirements related to such nomination.

9. County and Golfsmith agree that no additional incentives have been agreed to by the Parties in relation to this Nomination.

TRAVIS COUNTY

GOLFSMITH INTERNATIONAL, L.P.

BY: _____

BY: _____

Samuel T. Biscoe
Travis County Judge

Authorized Representative

Printed Name: _____

Date: _____

Date: _____

EXHIBIT 1

GOLESMITH INFORMATION

ORDER IDENTIFYING AND SUMMARIZING
LOCAL INCENTIVES RELATED TO
THE TEXAS ENTERPRISE ACT

WHEREAS, Travis County has the authority to nominate qualified businesses for status as a Texas Enterprise Zone project pursuant to Texas Government Code, Chapter 2303 ("the Act");

WHEREAS, the Act requires Travis County, before nominating the project or activity of a qualified business for designation as an enterprise project, to, by ordinance or order, identify and summarize briefly any local incentives available;

WHEREAS, Travis County, in its desire to assist businesses in severely distressed areas of the County and provide incentives to induce private investment, and to assist Travis County residents, has developed a variety of programs and incentives to support those efforts.

NOW THEREFORE, this _____ day of _____, 2009, the Travis County Commissioners Court issues this Order recognizing the local incentive programs available as listed in Exhibit 1 to this Order.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Pct. 1

Sarah Eckhardt
Commissioner, Pct. 2

Karen Huber

Margaret Gómez

EXHIBIT 1
IDENTIFICATION AND SUMMARIZATION OF
LOCAL INCENTIVES

| | Name of Incentive | Description of Incentive |
|----|--|--|
| 1 | Tax Increment Financing | Travis County has and may offer incentives under the Tax Increment Financing Act for redevelopment and community projects. |
| 2 | Freeport Exemption | The Constitution allows Travis County to exempt certain types of tangible personal property from ad valorem taxes. |
| 3 | Homestead Exemption | Travis County does provide for the maximum homestead exemption allowed by law |
| 4 | Building Code Exemptions | Certain building code exemptions may be allowed to expedite the development process through Travis County Transportation and Natural Resources Department (TNR) |
| 5 | Streamlined Permitting | The County may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate County departments |
| 6 | Fire and Police Protection | Safety and protection of County residents is provided through the Travis County Sheriff's Department, the Austin Fire Department and local Emergency Services Districts, and the Austin/Travis County Emergency Services Department. |
| 7 | Community Crime Prevention Programs | The Travis County Sheriff's Department and Austin Police Department provide various crime prevention programs in conjunction with other local entities |
| 8 | Capital Improvements in Water and Sewer Facilities | Travis County can provide resources for capital improvement plans related to water and sewer services through Travis County TNR |
| 9 | Road Repair | Travis County provides road and bridge maintenance in rural Travis County through TNR; the City of Austin provides these services within the City of Austin |
| 10 | Housing Rehabilitation and Purchase Programs | Travis County, through the County or various County Corporations, provides programs including funding for home purchase and weatherization repairs |
| 11 | Dispute Resolution | The County has contract(s) with non-profit(s) to provide certain dispute resolution services |
| 12 | Promotion and Marketing | Travis County benefits from the promotion and marketing services provided through the Greater Austin Chamber of Commerce and the Austin Economic Growth and Redevelopment Services Office |
| 13 | Job Training and Employment Services | Travis County participates with the Workforce Solutions - Capital Area Workforce Board and other non-profit agencies to provide workforce training and employment services, retraining programs and literacy programs. |
| 14 | Creation or Improvement of Parks | Creation, improvement and maintenance of County parks is provided through TNR |
| 15 | Special Public Transportation | Travis County contracts with non-profits to provide certain transportation to eligible county residents |

ORDER NOMINATING GOLFSMITH INTERNATIONAL, L.P.
AS AN ENTERPRISE PROJECT

WHEREAS, Travis County has the authority to make this nomination pursuant to Texas Government Code, Chapter 2303 ("the Act"), Section 2303.004(b) whereby the governing body of a county with a population of 750,000 or more may nominate for designation as an enterprise project ... a qualified business that is located within the jurisdiction of a municipality located in the county.

WHEREAS, Travis County desires to assist businesses in severely distressed areas of the County and provide incentives to induce private investment.

WHEREAS, the area designated is qualified as an Enterprise Zone because it is a block group, as defined by the most recent federal decennial census ... in which at least 20% of the residents of the block group have an income at or below 100% of the federal poverty level [2303.101(1)]; and the area is located in U.S. Census Tract 18.23, Block Group 2, with a poverty rate of 20.21% as defined by U.S. Census.

WHEREAS, the governing body of the Enterprise Zone is the Commissioners Court of Travis County pursuant to Section 2303.210 of the Act.

WHEREAS, Golfsmith International, L.P. ("Golfsmith") has requested that Travis County nominate Golfsmith as an Enterprise Project.

WHEREAS, Travis County hereby designates _____ as the liaison to oversee enterprise projects and to communicate and negotiate with the bank, the enterprise project and other entities in the Enterprise Zone pursuant to Section 2303.204 of the Act; and notes the following information regarding the liaison pursuant to Section 2303.4052(3) of the Act:

Name: _____
Title: _____
Address: _____
Telephone Number: _____
Electronic Mail Address: _____

WHEREAS, pursuant to applicable terms of the Act, Travis County:

1. Agrees to submit an annual report no later than October 1 of each year containing the information required by the statute and the bank, pursuant to Section 2303.205 of the Act; and
2. Hereby approves the request made by Golfsmith for application to the bank for designation of a project or activity as an enterprise project based on expansion and renovation and retention of employees; and
3. Approves the request by Golfsmith to apply to the bank for designation of the project as an Enterprise Project pursuant to Section 2303.405 of the Act; and
4. Includes as a part of this Order the following which are attached to this Order the following:
 - Exhibit 1 - Economic Analysis of the plans for expansion, revitalization or other activity including the information required under 2303.405(b); and
 - Exhibit 2 - Identification and summarization of local incentives available within Travis County (but not promised to Golfsmith) pursuant to Sections 2303.4051(b) and 2303.4051(c)(2) of the Act; and
 - Exhibit 3 - Copies of the public notices from the newspaper and as posted at the courthouse, and the letter to the bank with the notice; and
 - Exhibit 4 - Certified copy of Order identifying and summarizing local incentives. 2303.0452(1); and
 - Exhibit 5 - Transcript of public hearing(s) with respect to local incentives available pursuant to Section 2303.0452(2) of the Act; and
 - Exhibit 6 - Documentation showing the number of employment positions at the qualified business site pursuant to Section 2303.4052(4) of the Act; and
 - Exhibit 7 - Official census map with location of business; and

Exhibit 8 - Description of effort of Travis County to achieve development and revitalization of the area; and how the designation of this Enterprise Project will contribute to that effort.

5. States that the project is located in an area designated as an Enterprise Zone pursuant to Section 2303.4051(c)(1) of the Act.

6. States that, to the best of its knowledge, Travis County has read and is in compliance with Texas Government Code, Chapter 2303, and other applicable statutes as to this nomination.

WHEREAS, Travis County acknowledges that:

1. The County has received information that that Golfsmith has been certified as a "qualified business which is engaged in or has provided substantial commitment to initiate the active conduct of a trade or business in an enterprise zone;" and
2. The enterprise project designation is for the expansion and renovation of the property pursuant to Section 2303.404(b) of the Act, and for job retention with at least 25% of those hired being either an enterprise zone resident or meeting the definition of "economically disadvantaged" pursuant to the Act; and
3. The designation period for the enterprise project begins June 1, 2009, and ends June 1, 2014 pursuant to Section 2303.404(c) of the Act; and
4. Travis County held a public hearing May 19, 2009, pursuant to Section 2302.4051(e) of the Act; and
5. Golfsmith has represented that it will make in investment of over five million dollars (\$5,000,000.00) during the designation period.

NOW THEREFORE, TRAVIS COUNTY, as of this _____ day of _____, 2009, hereby:

1. Nominates Golfsmith as an Enterprise Project. pursuant to Texas Government Code, Section 2303.4051(c)(3); and
2. Finds that Golfsmith meets the criteria of the Act to be designated as an Enterprise Project; and
3. Finds that Golfsmith , meets the requirements of the Act to be a qualified business; and
4. Finds that there has been and will continue to be a high level of cooperation between public, private and neighborhood entities in the area in furthering economic development in the area; and
5. Finds that the designation of Golfsmith as an Enterprise Project will contribute significantly to the achievement of the plans of Travis County for development and revitalization of the area; and
6. Submits this Nomination with the required nonrefundable \$500 application fee; and
7. Certifies that the contents of this Order are, to the best of its knowledge, true and correct.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Pct. 1

Sarah Eckhardt
Commissioner, Pct. 2

Karen Huber
Commissioner, Pct. 3

Margaret Gómez
Commissioner, Pct. 4

EXHIBIT 1
ECONOMIC ANALYSIS OF GOLFSMITH PLANS

- | | | |
|----|---|-----|
| 1. | Number of employment positions in existence at Golfsmith on the 91st day before the application deadline: | 331 |
| 2. | Number of new permanent jobs Golfsmith commits to create during the designation period: | 0 |
| 3. | Number of permanent jobs Golfsmith commits to retain during the designation period: | |

| Job Category | Positions | Base Wage Range |
|---|------------|------------------------|
| Executive/Senior-Level Officials and Managers | 12 | \$100,000 - \$600,000 |
| First/Mid-Level Officials and Managers | 67 | \$ 75,000 - \$150,000 |
| Professionals | 61 | \$ 36,000 - \$100,000 |
| Sales Workers | 54 | \$ 19,000 - \$ 35,000 |
| Administrative Support Workers | 43 | \$ 30,000 - \$ 70,000 |
| Craft Workers | 12 | \$ 20,000 - \$ 40,000 |
| Laborers and Helpers | 82 | \$ 18,900 - \$ 38,000 |
| Total Existing Positions | 331 | |
| Estimated Annual Payroll for Existing Jobs | | \$15,388,007.02 |

- | | | |
|----|---|----------------|
| 4. | Amount of investment to be made by Golfsmith: | \$5,581,000.00 |
| 5. | Description of the projected schedule for activity: Golfsmith commits to make capital investment in machinery and equipment on the following schedule: | |

| | |
|--------------------|-----------------------|
| 2009 | \$1,521,000.00 |
| 2010 | \$2,390,000.00 |
| <u>2011 - 2014</u> | <u>\$1,670,000.00</u> |
| Total | \$5,581,000.00 |

- | | |
|----|--|
| 6. | Description of local effort by County, Golfsmith and other affected entities to develop and revitalize the jurisdiction of the County: |
|----|--|

Both Travis County and the City of Austin have procedures in place to provide services, incentives and regulatory relief authorized by law and to negotiate with Golfsmith and with other local groups or businesses to achieve the public purposes of the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303 ("Act"). County procedures are more fully described in Exhibit 2 of this Order.

EXHIBIT 2
IDENTIFICATION AND SUMMARIZATION OF
LOCAL INCENTIVES

| | Name of Incentive | Description of Incentive |
|----|--|--|
| 1 | Tax Increment Financing | Travis County has and may offer incentives under the Tax Increment Financing Act for redevelopment and community projects. |
| 2 | Freeport Exemption | The Constitution allows Travis County to exempt certain types of tangible personal property from ad valorem taxes. |
| 3 | Homestead Exemption | Travis County does provide for the maximum homestead exemption allowed by law |
| 4 | Building Code Exemptions | Certain building code exemptions may be allowed to expedite the development process through Travis County Transportation and Natural Resources Department (TNR) |
| 5 | Streamlined Permitting | The County may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate County departments |
| 6 | Fire and Police Protection | Safety and protection of County residents is provided through the Travis County Sheriff's Department, the Austin Fire Department and local Emergency Services Districts, and the Austin/Travis County Emergency Services Department. |
| 7 | Community Crime Prevention Programs | The Travis County Sheriff's Department and Austin Police Department provide various crime prevention programs in conjunction with other local entities |
| 8 | Capital Improvements in Water and Sewer Facilities | Travis County can provide resources for capital improvement plans related to water and sewer services through Travis County TNR |
| 9 | Road Repair | Travis County provides road and bridge maintenance in rural Travis County through TNR; the City of Austin provides these services within the City of Austin |
| 10 | Housing Rehabilitation and Purchase Programs | Travis County, through the County or various County Corporations, provides programs including funding for home purchase and weatherization repairs |
| 11 | Dispute Resolution | The County has contract(s) with non-profit(s) to provide certain dispute resolution services |
| 12 | Promotion and Marketing | Travis County benefits from the promotion and marketing services provided through the Greater Austin Chamber of Commerce and the Austin Economic Growth and Redevelopment Services Office |
| 13 | Job Training and Employment Services | Travis County participates with the Workforce Solutions - Capital Area Workforce Board and other non-profit agencies to provide workforce training and employment services, retraining programs and literacy programs. |
| 14 | Creation or Improvement of Parks | Creation, improvement and maintenance of County parks is provided through TNR |
| 15 | Special Public Transportation | Travis County contracts with non-profits to provide certain transportation to eligible county residents |

Travis County and Golfsmith agree that no incentives have been granted to Golfsmith related to this nomination as an Enterprise Zone Project.

EXHIBIT 3

COPIES OF PUBLIC NOTICES

(to be provided upon availability)

EXHIBIT 4

**CERTIFIED COPY OF ORDER IDENTIFYING AND SUMMARIZING
LOCAL INCENTIVES**

(to be provided upon availability)

EXHIBIT 5

TRANSCRIPT OF PUBLIC HEARING

(to be provided upon availability)

EXHIBIT 6

DOCUMENTATION OF EMPLOYMENT

Existing Jobs at Golfsmith at the Travis County site:

| Job Category | Positions | Base Wage Range |
|---|------------------|------------------------|
| Executive/Senior-Level Officials and Managers | 12 | \$100,000 - \$600,000 |
| First/Mid-Level Officials and Managers | 67 | \$ 75,000 - \$150,000 |
| Professionals | 61 | \$ 36,000 - \$100,000 |
| Sales Workers | 54 | \$ 19,000 - \$ 35,000 |
| Administrative Support Workers | 43 | \$ 30,000 - \$ 70,000 |
| Craft Workers | 12 | \$ 20,000 - \$ 40,000 |
| Laborers and Helpers | 82 | \$ 18,900 - \$ 38,000 |
| Total Existing Positions | 331 | |
| Estimated Annual Payroll for Existing Jobs | | \$15,388,007.02 |

Demographics of Golfsmith Employees at the Qualified Business Site in Travis County:

| Subject | Percent |
|-----------------------------------|----------------|
| White | 60.84% |
| Hispanic or Latino | 27.9% |
| Black or African American | 3.85% |
| Asian | 3.50% |
| Some other race | 2.80% |
| Two or more races | 0.70% |
| American Indian and Alaska Native | 0.34% |

Existing Jobs at Other Texas Locations:

| City | Number of Jobs |
|-----------------------|-----------------------|
| Houston (3 locations) | 49 |
| Austin | 24 |
| Plano | 23 |
| Webster | 18 |
| Arlington | 17 |
| Frisco | 15 |
| North Richland Hills | 15 |
| Total | 183 |

EXHIBIT 7

OFFICIAL CENSUS MAP
WITH LOCATION OF GOLESMITH

EXHIBIT 8

**DESCRIPTION OF EFFORT OF TRAVIS COUNTY TO
ACHIEVE DEVELOPMENT AND REVITALIZATION OF AREA AND
IMPACT OF ENTERPRISE PROJECT ON EFFORT**

Travis County provides incentives and programs as described in Exhibit 2 in order to encourage and assist in the development and revitalization of areas of Travis County which include economically disadvantaged residents and/or which include severely distressed areas of the County.

By making the planned capital investment in the business, Golfsmith will continue to provide a valuable tax base for the County. By retaining the 331 jobs now existing at Golfsmith's Austin site, employment will be provided and those employees will be able to continue to contribute to the economy of Travis County.

32

RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request # _____
9 AM 9:39

Voting Session 05/26/09 Work Session _____ (Date)

Commissioners Karen Huber

1. A. Request made by: County Attorney (John C. Hille, Jr.) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive update regarding Purchase Contract with Grason Volente Investments, LTD. and take appropriate action. (Executive Session also, pursuant to Tex. Gov't Code §551.071 and §551.072)

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

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

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

| | |
|---|----------|
| Mr. Joe Gieselman, Ex. Mgr., TNR | 854-9383 |
| Ms. Rose Farmer, TNR | 854-9437 |
| Mr. John C. Hille, Jr., Div. Dir., TCAO | 854-9513 |

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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

EXECUTIVE SESSION

33

Travis County Commissioners Court Agenda Request

Voting Session 5 / 26 / 09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on potential modification to the existing License Agreement between Texas Disposal Systems Landfill, Inc. and Travis County, for use of County-owned property located on R.M. 620 in Precinct Three. (Executive Session 1 & 2)

C. Approved by: _____
Commissioner Karen Huber, 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 the Agenda Request and backup to them:

| | | | |
|---------------------------------|-----------------|----------------------------------|-----------------|
| <u>Joseph P. Gieselman, TNR</u> | <u>854-9383</u> | <u>Donna Williams-Jones, TNR</u> | <u>854-9383</u> |
| <u>Steve Manilla, P.E., TNR</u> | <u>854-9429</u> | <u>John Hille, Asst. CA</u> | <u>854-9513</u> |
| <u>Greg Chico, TNR</u> | <u>854-4659</u> | <u>Chris Gilmore, Asst. CA</u> | <u>854-9455</u> |
| <u>Mike Martino, TNR</u> | <u>854-7646</u> | <u>Tenley Aldridge, Asst. CA</u> | <u>854-9513</u> |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

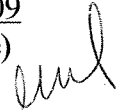
County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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

Travis County Commissioners Court Agenda Request

Voting Session 5-26-2009 Work Session 05-26-2009
(Date) (Date)



I. A. Request made by: COUNTY ATTORNEY –Leslie W. Dippel Phone # 854-9841
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION DEPARTMENT EMPLOYEE, SLOT 348. PURSUANT TO TEX. GOV'T CODE ANN. 551.071 and 551.074.

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

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

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

Client: Medina 854-7000

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAY 21 PM 1:32

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.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

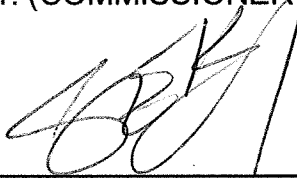
Please consider the following item for:

DATE OF VOTING SESSION: May 26, 2009

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT VICTORIA HOFF WORSHAM TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2011. (COMMISSIONER ECKHARDT)



COUNTY JUDGE OR COMMISSIONER

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAY 18 PM 4:07

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.

TRAVIS COUNTY HISTORICAL COMMISSION

Membership Application/Information for Appointment

Name (First, Middle, Last): Victoria Hoff Worsham

Address (street, city, zip-code): _____ 78731

Mailing Address (if different from above) _____

Email Address: _____

Home Phone: _____ Work: _____ Cell: _____

Travis County Precinct in which you live: 1st: _____ 2nd: ✓ 3rd: _____ 4th: _____

Biographical Information

Employer: National Domestic Violence Hotline

Occupation/Position: Hotline Advocate

Business Address: _____

Education: High School College BA Graduate: MS

Degree, certificate, certifications, held: See above

Other schools, training or employment that might aid in preservation work: _____

MS in Community & Regional Planning

Special Interests and hobbies: Texas archeology

Describe any preservation work you have done or reasons why you are interested in being appointed to the Travis County Historical Commission (attach extra sheet, if required): Served as a member of Tx Arch Society to

preserve Tx archeology.

Served as member of this commission to further

preservation in Travis and Texas.

A fan of history every where.

I would like to be considered for the Travis County Historical Commission and certify that the above information is true and correct. (Please attach Non-Conflict of Interest Affidavit)

Victoria Hoff Worsham
Signature

May 8, 2009
Date

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

Victoria Hoff Worsham has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

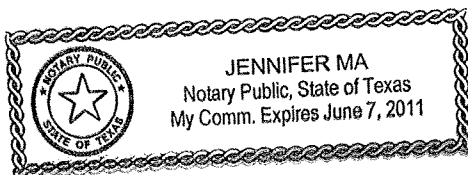
In witness thereof, the undersigned has signed and sealed this instrument on this 8 day of May, 2009.

Victoria Hoff Worsham
Signature of Applicant
May 8, 2009
Date

Personally appeared before the undersigned, Victoria Hoff Worsham
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

Jennifer
Notary Public, Travis County, Texas

My commission expires 6/7/2011



Travis County Commissioners Court Agenda Request

C3

Voting Session Tuesday, May 26, 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 May 12, 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 MAY 12, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 12th day of May 2009, the Commissioners' Court convened the Voting Session at 9:13 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Clerk's Note: The Court had a moment of silence in memory of The Honorable Scott Ozmun, Judge, 353rd District.

The Commissioners Court recessed the Voting Session at 11:48 AM.

The Commissioners Court reconvened the Voting Session at 1:36 PM.

The Commissioners Court recessed the Voting Session at 1:52 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:58 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, retired to Executive Session at 2:00 PM, reconvened the Voting Session at 2:30 PM, and adjourned at 2:30 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 2:30 PM and adjourned at 2:41 PM.

The Commissioners Court reconvened the Voting Session at 2:41 PM.

The Commissioners Court retired to Executive Session at 3:25 PM.

The Commissioners Court reconvened the Voting Session at 4:52 PM.

The Commissioners Court adjourned the Voting Session at 4:57 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Chris Risha, Real Estate Council of Austin, Inc. (RECA), and Chair, Gardner-Betts Art Auction; Margaret Owens, Juvenile Probation; Ronnie Gjemre, Travis County Resident; Noel Rodriguez, Travis County 4H Capital Americorps Program, Agricultural Extension Service; Anne Bormann, Manager, Travis County 4H Capital Americorps Program, Agricultural Extension Service; Charlotte Benbenek-Price, Travis County 4H Capital Americorps Program, Agricultural Extension Service; Alpha Baldé, Director, Community Tax Center; Brian Vodicka, Travis County Resident; and Gavino Fernandez, Jr., Deputy Director, District 12, League of United Latin American Citizens (LULAC), and Coordinator, El Concilio, Coalition of Mexican-American Neighborhood Associations. (9:14 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the following Consent Items: C1-C2 and Items 5.A, 6, 7, 11, 12, 13, 15, 16, 17, 18, A1, and A2. (9:41 AM)

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | yes |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF APRIL 28, 2009.

SPECIAL ITEMS

1. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE RECENT FLU DEVELOPMENT AND RESULTING PUBLIC HEALTH ISSUES IN TRAVIS COUNTY. (9:42 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services; and Linda Moore Smith, Director, Human Resources Management Department (HRMD).

Discussion only. No formal action taken.

Item 1 to be reposted if needed.

AT 1:30 P.M.

2. RECOGNIZE TRAVIS COUNTY EMPLOYEES WHO COMPLETED 20, 25, 30 AND 35 YEARS OF OUTSTANDING SERVICE DURING CALENDAR YEAR 2008. (1:36 PM)

Members of the Court heard from: Linda Moore Smith, Director, HRMD; and Kris Nilsen, Human Resources Specialist, HRMD.

Discussion only. No formal action taken.

Clerk's Note: The Court handed out Certificates of Recognition and pins to employees completing 20, 25, 30, and 35 years of service.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON COMMUNITY BLOCK DEVELOPMENT GRANT DOLLARS THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (2:41 PM)

Clerk's Note: The Court discussed eligibility of the following projects:

- Home rehabilitation;
- Homebuyers Assistance through the Housing Finance Corporation;
- Summer Youth Employment Program; and,
- Installation of window air conditioning units for the elderly.

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); and Harvey Davis, Manager, Travis County Corporations.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we would indicate our intent to use this money if we can; with notice of a Public Hearing; and if we have to list specific projects, we list the two on the list plus the two that we talked about today. Next Tuesday, May 19, 2009 we will try to land on one project, or two projects, or a way to spend this money in a timely manner where we think that TCHHS involvement would be limited, but sufficient to provide oversight.

A Clarification of the previous Motion was made by Commissioner Eckhardt of the intent to use the money, and to explore home repair, homebuyer assistance, Summer Youth Employment, and air conditioners for elderly.

| | |
|--|-----|
| Motion carried: County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | yes |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

Clerk's Note: The Court directed Staff to send the notice of a Public Hearing for Tuesday, May 26, 2009 to all members of the Commissioners Court for approval.

PLANNING AND BUDGET DEPT. ITEMS

4. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (11:20 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO).

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the budget amendment in Item 4.A2.

Motion carried:

| | |
|--|---------|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | abstain |
| Precinct 2, Commissioner Sarah Eckhardt | absent |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we approve the budget amendment in Item 4.A1.

Motion carried:

| | |
|--|--------|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | absent |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

5. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:41 AM)

- A. CONTINUATION OF 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.

Clerk's Note: Item 5.A approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

6. 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 \$701,327.76 FOR THE PERIOD OF APRIL 24 TO 30, 2009. (9:41 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:41 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:50 AM)

- A. NO RATE INCREASE TO ACTIVE EMPLOYEES HEALTH CARE PREMIUMS FOR FISCAL YEAR 2010;

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 8.A.

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | yes |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

ITEM 8 CONTINUED

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:50 AM)

B. LIFE AND DISABILITY:

- B1. CONTINUING SUPPLEMENTAL LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT AND SHORT TERM DISABILITY COVERAGES WITH NO RATE INCREASE FOR FISCAL YEAR 2010;

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 8.B.B1.

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 |

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:51 AM)

B. LIFE AND DISABILITY:

- B2. BASIC LIFE RATE INCREASE FROM .106 TO .135 FOR FISCAL YEAR 2010;

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, HRMD; and Alicia Perez, Executive Manager, Administrative Operations.

Discussion only. No formal action taken.

Item 8.B.B2 to be reposted on May 19, 2009.

ITEM 8 CONTINUED

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:52 AM)

B. LIFE AND DISABILITY:

- B3. LONG TERM DISABILITY RATE INCREASE FROM .56 TO .60 FOR FISCAL YEAR 2010; AND

Item 8.B.B3 postponed until May 19, 2009.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:52 AM)

B. LIFE AND DISABILITY:

- B4. RELEASE OF LONG TERM CARE REQUEST FOR PROPOSALS.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; and Cindy Purinton, Benefit Administrator, HRMD.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 8.B.B4.

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 8 CONTINUED

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:53 AM)

C. OPTION TO RENEW ALL THREE DENTAL PLANS WITH NO INCREASE FOR FISCAL YEAR 2010;

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, HRMD; and Cindy Purinton, Benefit Administrator, HRMD.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 8.C.

Clerk's Note: The Court did not take a Vote on the Standing Motion and Second.

Discussion only. No formal action taken.

Item 8.C to be reposted on May 19, 2009.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:57 AM)

D. RELEASE OF EMPLOYEE/RETIREE COMMUNICATION PRIOR TO EMPLOYEE HEARING AND OPEN ENROLLMENT;

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; and Cindy Purinton, Benefit Administrator, HRMD.

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve Item 8.D.

Motion carried:

| | |
|--|--------|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | absent |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

ITEM 8 CONTINUED

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (9:59 AM)

E. OPEN ENROLLMENT FOR FISCAL YEAR 2010 FROM JULY 20, 2009 THROUGH AUGUST 12, 2009 AS THE DATES; AND

Clerk's Note: The Court noted that the correct open enrollment dates for FY '10 are July 20, 2009 to August 21, 2009.

Members of the Court heard from: Cindy Purinton, Benefit Administrator, HRMD; Alicia Perez, Executive Manager, Administrative Operations; and Dan Mansour, Risk and Benefits Manager, HRMD.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 8.E, with the correction of the date to August 21, 2009.

Motion carried:

| | |
|--|--------|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | absent |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

ITEM 8 CONTINUED

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING GROUP BENEFITS HEALTH PLAN FISCAL YEAR 2010 RATES AND ISSUES: (10:03 AM)

F. ENCOURAGE EMPLOYEES TO COMPLETE UNITED HEALTHCARE ONLINE HEALTH ASSESSMENT.

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, HRMD; and Cindy Purinton, Benefit Administrator, HRMD; Alicia Perez, Executive Manager, Administrative Operations; Barbara Wilson, Assistant County Attorney; and John Bauerlein, Senior Actuary, Milliman USA.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 8.F.

Motion carried:

| | |
|--|--------|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | absent |
| Precinct 3, Commissioner Karen Huber | no |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

9. CONSIDER AND TAKE APPROPRIATE ACTION ON EMPLOYEE BENEFITS COMMITTEE RECOMMENDATIONS FOR CHANGES IN RETIREE ELIGIBILITY AND CONTRIBUTIONS FOR RETIREE HEALTH CARE BENEFITS. (9:13 AM)

Item 9 was postponed.

10. A. CONSIDER AND TAKE APPROPRIATE ACTION ON THE NEED, SCOPE AND SITE SEARCH FOR THE NEW TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE AND RELATED ISSUES; AND
- B. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY CONCERNING REAL PROPERTY ISSUES AT 1213 SABINE STREET AND TAKE APPROPRIATE ACTION. (10:21 AM) (3:25 PM) (4:52 PM)

Clerk's Note: Items 10.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Danny Hobby, Executive Manager, Travis County Emergency Services; Leslie Stricklan, Project Manager, Facilities Management; Roger El Khoury, Director, Facilities Management; Marvin Brice, Construction Procurement Management, Purchasing; and Tenley Aldredge, Assistant County Attorney.

Clerk's Note: Judge Biscoe announced that Item 10.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 10.A&B to be reposted on May 19, 2009.

PURCHASING OFFICE ITEMS

11. APPROVE CONTRACT AWARD FOR FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD AND DRAINAGE IMPROVEMENTS, IFB NO. B090179JW, TO THE LOW BIDDER, ROSS CONSTRUCTION, INC. (9:41 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE CONTRACT AWARD FOR SHERIFF'S UNIFORMS, IFB NO. B090197LD, TO THE SOLE RESPONSIVE BIDDER, MILLER UNIFORMS AND EMBLEMS. (9:41 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 07AE0021JW, ALAN PLUMMER ASSOCIATES, INC., PROFESSIONAL ENGINEERING SERVICES, NORTH RIDGE ACRES WATER SYSTEM. (9:41 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE ORDER EXEMPTING THE PURCHASE OF A MASS SPECTROMETER FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(7) OF THE COUNTY PURCHASING ACT. (11:09 AM)

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; and Dr. David Dolinak, Chief Medical Examiner.

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve Item 14.

Motion carried:

| | |
|--|--------|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | absent |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

15. APPROVE CONTRACT AWARD FOR INTERNAL AFFAIRS TRACKING SOFTWARE, RFP NO. P090184SW, TO THE MOST QUALIFIED RESPONDENT, ON TARGET PERFORMANCE SYSTEMS. (9:41 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 AN OFFER TO SELL LOT 363, BLOCK D, IMPERIAL VALLEY SECTION 2 TO TRAVIS COUNTY, FOR USE IN THE 2005 BOND IMPERIAL VALLEY DRAINAGE IMPROVEMENT PROJECT. (9:41 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

17. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:41 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON UPDATED MANAGEMENT REPRESENTATION LETTER TO BE PROVIDED TO DELOITTE & TOUCHE, LLP REGARDING FISCAL YEAR 2008 COUNTY-WIDE ANNUAL FINANCIAL AUDIT IN CONNECTION WITH THE MAY 12, 2009 PRELIMINARY OFFICIAL STATEMENT. (9:41 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM TRAVIS COUNTY SHERIFF'S OFFICE TO UTILIZE TRAVIS COUNTY EXPOSITION CENTER ON JUNE 24, 2009 FOR A COMBINED JOB FAIR WITH TRAVIS COUNTY HUMAN RESOURCES DEPARTMENT AT NO COST TO EITHER DEPARTMENT. (9:13 AM)

Item 19 was postponed.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON UPDATE FROM GOLFSMITH REGARDING NOMINATION OF GOLFSMITH AS A TEXAS ENTERPRISE PROJECT AND A REQUEST TO SET A PUBLIC HEARING DATE ON MAY 19, 2009. (11:11 AM) (3:25 PM) (4:53 PM)

Members of the Court heard from: Jeff Wilson, Director, Account Management, Golfsmith International LP; and Mary Etta Gerhardt, Assistant County Attorney.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 20.

Motion carried:

| | |
|--|--------|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | absent |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

Clerk's Note: Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 20 was discussion only in Executive Session.

Item 20 to be reposted on May 19, 2009.

AT 11:00 A.M.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:20 AM)

A. STATUS REPORT ON THE 81ST TEXAS LEGISLATURE;

B. STATUS REPORT ON TRAVIS COUNTY LEGISLATIVE PRIORITIES, INCLUDING HOUSE BILLS 612, 1119, 1335, 1440, 1531, 1981, 2100, 2161, 2162, 2167, 2414, 2693, 3468, 3585, 3616, 3787, 3963, 4175 AND 4262, AND SENATE BILLS 497, 578, 1299, 1783, 2202, 2280, 2451, 2452 AND 2472; AND

C. STATUS REPORT ON TRAVIS COUNTY LEGISLATIVE ACTIVITIES, INCLUDING HOUSE BILLS 2, 9, 17, 46, 78, 88, 117, 127, 133, 134, 337, 402, 561, 562, 564, 612, 650, 692, 701, 711, 721, 755, 765, 773, 987, 1018, 1029, 1038, 1092, 1211, 1284, 1483, 1507, 1575, 1576, 1674, 1906, 1909, 1920, 2007, 2170, 2369, 2495, 2524, 2573, 2859, 3158, 3448, 3607, 3983, 4729 AND 4756, HOUSE JOINT RESOLUTIONS 15, 22, 36, 43, 55 AND 84, SENATE BILLS 1, 16, 18, 218, 253, 294, 299, 383, 402, 555, 624, 678, 700, 721, 771, 855, 942, 1310, 1323, 2294, 2301 AND 2474, AND SENATE JOINT RESOLUTIONS 10 AND 48.

Clerk's Note: Items 21.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; and Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR).

Discussion only. No formal action taken.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATIONS REGARDING THE TRAVIS COUNTY FIRE MARSHAL: (3:25 PM)
(4:53 PM)
- A. APPOINT TRAVIS COUNTY FIRE MARSHAL FOR A TERM CERTAIN;
 - B. SET AN APPROPRIATE SALARY; AND
 - C. APPROVE AN APPROPRIATE BOND. ^{1 AND 3}

Clerk's Note: Judge Biscoe announced that Items 22.A-C would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Clerk's Note: Items 22.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Danny Hobby, Executive Manager, Travis County Emergency Services.

- 25. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO JONATHAN GAYOSSO. ¹ (3:25 PM) (4:54 PM)

Clerk's Note: Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we accept the amount of \$3,500.00, that has been offered to Travis County to be paid on his behalf.

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 noted that a letter of thanks is to be sent to the donor.

- 26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. ^{1 AND 2} (3:25 PM) (4:55 PM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 26 to be reposted on May 19, 2009.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR FEDERAL TRANSPORTATION AND INFRASTRUCTURE FUNDS FOR BIKEWAY/PEDESTRIAN PROJECTS ON STATE HIGHWAY 71 AT ONION CREEK AND ON FM 973 BETWEEN PEARCE LANE AND BURLESON ROAD. (COMMISSIONER GÓMEZ) (9:41 AM)

Clerk's Note: Item A1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A2. APPROVE PURCHASE OF LEGAL PROFESSIONAL LIABILITY INSURANCE TO COVER ATTORNEYS IN THE OFFICES OF CHILD AND PARENTAL REPRESENTATION AND EXEMPT THE PURCHASE FROM THE PURCHASING ACT. (JUDGE BISCOE) (9:41 AM)

Clerk's Note: Item A2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (4:57 PM)

Motion carried:

| | |
|--|-----|
| County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis | yes |
| Precinct 2, Commissioner Sarah Eckhardt | yes |
| Precinct 3, Commissioner Karen Huber | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 26, 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 plan to advertise and select a consultant for homebuyer assistance programs.

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.

09 MAY 19 AM 10:40
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 26, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: HOME Homebuyer Assistance Program

Proposed Motion:

To approve plan to advertise and select a consultant for various grants for Homebuyer Assistance.

Summary and Background Information:

The Corporation expects to be awarded additional HOME and CDBG grants to provide down-payment and closing cost assistance to first-time homebuyers.

When using HOME and CDBG funds to pay for professional services, TDHCA and HUD requires the professional service contractors to be selected based on open competition. Allowable project related soft costs paid out of the grant funds will be used to pay the consultant. Examples of project related soft costs include: home inspections, set-up contracts, closeout contracts, and review income of applicants submitted by lenders.

The TDHCA 2008 Implementation Manual describes in detail the recommended method to select a professional service contractor based on open competition. We propose to follow the TDHCA Manual to choose the consultant. The plan consists of the following:

- A Request for Proposal for Management Services (RFP) will be sent to at least three potential applicants (and published in paper of record).
- A Selection Review Committee will establish the criteria or evaluation factors to be used for selection and rating of competing bidders. We recommend the Committee consist of the following: Harvey Davis, Peter Einhorn, Chris Fanuel, and Mike Gonzalez (the same committee used this year for a similar RFP).
- The committee will make its recommendation to the Board.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager, Planning and Budget
Cyd Grimes, Purchasing Agent
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst

Request for Proposal for Management Services

The Travis County Housing Finance Corporation (TCHFC) is seeking to enter into a professional services contract with a competent management/consulting firm to assist the TCHFC in the overall management of its HOME and Community Development Block Grants Investment Partnerships Programs (HOME and CDBG Programs) contracts. The following outlines the Request for Proposals.

- I. Statement of Qualifications – TCHFC is seeking to contract with a competent consulting firm that has had experience in administration of federal grants and contracts. Specifically, it is seeking those persons or firms possessing the following qualifications:
- Experience in managing federally funded housing programs
 - Experience with the HOME Investment Partnerships Program
 - Experience with the CDBG Program

Please provide within your proposal a list of past clients - local governments, as well as resumes of all employees who will or may be assigned to provide technical assistance to TCHFC on this contract if your firm is awarded this professional services contract.

- II. Scope of Services - The consulting firm to be hired is to provide contract-related management services to TCHFC, including but not limited to the following areas:
- Financial management
 - Recordkeeping requirements
 - Environmental clearance procedures
 - Client identification, application intake and qualification
 - Affirmative Marketing and Fair Housing Regulations
 - Equal employment opportunity/Section 504 requirements
 - Labor standards monitoring
 - Affordable housing down payment assistance
 - Contract set-up and close-out procedures

Please provide within your proposal a description of tasks to be performed under each of the above-referenced categories.

- III. Proposed Cost of Services - Include a proposed cost for what you or your firm determines to be appropriate for each of the categories listed in above Scope of Services. The proposed cost should be based on the fees paid when a home closes. Please note that TCHFC will not use lowest/best bid as the sole basis for entering into this contract.
- IV. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

| <u>Criteria</u> | <u>Maximum Points</u> |
|------------------|-----------------------|
| Experience | 40 |
| Capacity | 20 |
| Work Performance | 20 |
| Cost | <u>20</u> |
| Total | 100 |

- V. Deadline for Submission – June 12, 2009; a contract is expected to be for 3-years
- VI. Conflict of Interest – TCHFC is required to comply with conflict of interest regulations at 24 CFR Parts 92.356, 85.36, and 24 CFR 84.42.

Travis County Housing Finance Corporation is seeking to contract with a qualified professional grant management consultant to implement and administer its HOME and CDBG Homebuyer Assistance contract activities.

Please submit your proposal of services and a statement of qualifications for these proposed services, per Request for Proposal for Management Services that is available at the Travis County Housing Finance Corporation, at 314 W 11th Street, Room 540, Austin, Texas 78701. The telephone number is (512) 854-4743.

The Corporation must receive proposals no later than June 12, 2009 to be considered. The Corporation reserves the right to negotiate with any and all firms that submit proposals as per the Texas Professional Services Procurement Act and the Office of Management and Budget Circular A-102.

The Travis County Housing Finance Corporation is an Affirmative marketing /Equal Opportunity Employer and encourages Historically Underutilized Businesses to submit proposals.